

Document name:	Non-Disclosure Agreement
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NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "**Agreement**") is being entered into as of _____ by and between;

BETWEEN:

_____, a limited liability company, bearing trade license No. _____ registered under the Laws of UAE, having its registered office at _____, represented by its authorized representative _____, a _____ national, holding ID No. _____, Email ID: _____ (as further defined under (A) below).
(hereinafter referred to as the "**First Party**" as the context so requires;)

AND

_____, _____ national holding ID No. _____, residing at _____, Email ID: _____ (hereinafter referred to as the "**Second Party**")

(The First Party and the Second Party are also referred to as "**Party**" in the singular and "**Parties**" in the plural.)

RECITALS

Whereas each of the Parties intends to disclose to the other Confidential Information (as defined below) in connection _____ (the "**Purpose**"). For the purposes of this Agreement, at any given point, the Party who is disclosing Confidential Information to the other Party shall be the "**Disclosing Party**" and the receiving Party shall be the "**Recipient**".

NOW THEREFORE, in consideration of the mutual promises and covenants set out in this Agreement (and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged), each of the Parties agrees to be bound by the provisions of this Agreement.

IT IS AGREED as follows that:

1. For the purposes of this Agreement, "**Confidential Information**" means any and all information, in whatever format or storage medium (including, without limitation, information shared via e-mail or verbally, whether in person or via telephone) and whether prepared by the Disclosing Party or otherwise, that is provided by (or on behalf of) the Disclosing Party to the Recipient in connection with the Purpose, including (without limitation) (i) information regarding the Disclosing Party (and its employees, owners and/or affiliates), any project or transaction referred to herein and/or the marketing, development or operation of any of the foregoing, (ii) information traditionally recognised as proprietary and/or commercial trade secrets, (iii) any intellectual property of the Disclosing Party, (iv) all forms and types of financial, business, scientific, technical and economic information (including charts, plans, compilations, formulas, designs, methods, techniques, processes, procedures, programs or codes) relating to the Disclosing Party (or its employees, owners and/or affiliates), (v) client, customer, service provider or supplier lists and/or contact details and (vi) plans for products and services. The Recipient hereby acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and/or obtained as a result of material effort expended by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as a trade secret.
2. The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of the Disclosing Party.

3. The Recipient undertakes to keep the Confidential Information secure and confidential and not to disclose it to any third party, except to those employees and/or professional advisers of the Recipient who need to know the same for the Purpose and who are (i) made aware of the proprietary and confidential nature of the Confidential Information and that they owe a duty of confidence to the Disclosing Party and (ii) bound by confidentiality obligations equivalent to those in clause 2 above and this clause 3.
4. The undertakings in clauses 2 and 3 above apply to all of the information disclosed by the Disclosing Party to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to any information that:
 - a) is in (or in future comes into) the public domain (unless as a result of the breach of this Agreement);
 - b) is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Disclosing Party; or
 - c) is required to be disclosed by law, regulation, court order or similar (provided that the Recipient promptly notifies the Disclosing Party of the same and allows the Disclosing Party the opportunity to object to such disclosure in due time).
5. The Recipient agrees and undertakes that, other than with the Disclosing Party or with the Disclosing Party's express prior written approval, it shall not (and shall procure that its employees, agents, representatives, affiliates and owners shall not), directly or indirectly, pursue, develop or otherwise be involved with (or induce, solicit, procure or otherwise encourage any third party to pursue or develop) any project or transaction that is substantively similar to (or using some or all of the same resources, concepts, service providers or personnel as) any project or transaction referred to herein or contemplated as part of the Purpose. In the event that the Recipient breaches this clause 5, the Disclosing Party shall be entitled to recover damages from the Recipient in an amount equal to the maximum revenue it would otherwise have received had such breach not occurred (including any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue).
6. Each Party hereby agrees that, during the term of this Agreement and for a period of one (1) year after its expiration or termination (as applicable), it shall not: (a) directly or indirectly induce clients or counterparties (or prospective clients or counterparties) of the other Party away from such Party; (b) directly or indirectly request or advise any customer, counterparty or client of the other Party to withdraw, curtail, or cancel such person's business with the other Party; (c) directly or indirectly disclose to any other person, partnership, corporation or association, the names or addresses of any of the customers, counterparties or clients of the other Party; (d) induce or attempt to induce any employee or agent of the other Party to leave the employ or engagement (as applicable) of the other Party, or hire any such employee or agent (or former employee or agent, as applicable) in any business capacity; or (e) make any statement disparaging the other Party (or any member, principal, officer, director, shareholder, employee or agent thereof) to any person, firm, corporation or other business organisation whatsoever.
7. Each Party hereby agrees that neither Party will be under any legal obligation of any kind whatsoever with respect to any transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The Parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to any such transaction at any time. If any such transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the Parties (or their respective affiliates) for the in respect of such transaction shall supersede this Agreement in so far as they relate to such transaction. In the event such provisions are not provided for in said transaction documents, this Agreement shall control.

8. Each Party hereby represents and warrants that it is duly established and in good standing under the laws of its jurisdiction of incorporation and that it has full power and authority to enter into this Agreement and perform its obligations hereunder. The Recipient understands that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by the Disclosing Party. Further, the Disclosing Party is under no obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.
9. The Recipient acknowledges and agrees that its unauthorised disclosure or use of the Confidential Information (and/or any other breach of this Agreement) may cause irreparable harm and significant damage to the Disclosing Party, the amount of which may be difficult to ascertain, and that (in such cases) the Disclosing Party shall have the right to seek any and all remedies which are available to it at law or in equity to enforce the terms of this Agreement, including, without limitation and in addition to any other remedies that may be available to the Disclosing Party, injunctive relief to enforce obligations under this Agreement, specific performance and any other relief that may be ordered by a court of competent jurisdiction. Without limiting the generality of the foregoing, the Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorney's fees, incurred in obtaining any such relief and, in the event of litigation in respect of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and expenses.
10. The Recipient will, upon request from the Disclosing Party or (if sooner) upon the termination of this Agreement, return all copies and records of the Confidential Information to the Disclosing Party and will not retain any copies or records of the Confidential Information.
11. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Disclosing Party, except the right to use the Confidential Information solely for the Purpose. The Recipient acknowledges that legal and beneficial title to the Confidential Information shall remain solely with the Disclosing Party and all permitted use thereof by the Recipient shall be for the benefit of the Disclosing Party.
12. This Agreement does not create a joint venture, partnership or similar between the parties. The Recipient is an independent contractor of the Disclosing Party.
13. Any notices or communications required or permitted to be given hereunder by any Party may be delivered by hand, deposited with a nationally recognised domestic overnight carrier, electronic-mail, or mailed by international certified mail (return receipt requested, postage prepaid), in each case, to the address of the other Party first indicated above (or such other address as may be furnished by the relevant Party to the other Party in writing from time to time). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail (that is not returned undelivered), on the date of such delivery, (b) in the case of delivery by a nationally recognised domestic overnight carrier, on the second business day following such mailing or (c) in the case of delivery by internationally certified mail, on the fifth business day following such mailing.
14. This Agreement shall continue in full force and effect until it is terminated by the mutual agreement of the Parties in writing. Notwithstanding any such termination, the undertakings in clauses 2, 3, 5, 6, 9, 10, 11 and 15 will survive and continue in full force and effect.
15. This Agreement (and the rights and obligations of each of the Parties, whether contractual, pre-contractual or non-contractual) shall be governed by, and be construed in accordance with, the laws of the Dubai International Financial Centre. The courts of the Dubai International Centre will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

16. This Agreement may not be amended except with the mutual agreement of the Parties in writing. If any provision of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of the remaining provisions of this Agreement (and the rest of this Agreement shall remain in full force and effect as if such provision were not contained herein). Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall evidence one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as a deed as of the date set forth above.

[INSERT NAME]

Name of Signatory.

Signature of witness

Name and address of witness

Name:

Title:

Signature of witness

Name and address of witness