



**NON-DISCLOSURE AGREEMENT**  
**(The "Agreement")**

This Agreement is made on ..... day of ..... 2019 ("Agreement Date") between:

IMDAAD LLC, a Company established under the Laws of the United Arab Emirates, whose registered Office located at PB No.18220, Jebel Ali Free Zone, Dubai, UAE, INCLUDING ITS SUBSIDIARIES AND AFFILIATES "IMDAAD";

And

..... is a company established under the Laws of the United Arab Emirates, whose registered Office located at PB No. ...., ....., UAE each a "Party" and together the "Parties".

**BACKGROUND**

Imdaad have revealed or plan to reveal to you Confidential Information (as defined herein). In consideration for us revealing Confidential Information to you and to any of your subsidiaries, directors, members, officers, employees, agents and advisors including without limitation attorneys, accountants, technicians, consultants and technical advisors etc. ("your Representatives"), you and your Representatives agree that all such information will be treated by you and/or your Representatives as being strictly confidential in accordance with this Agreement. For Imdaad to evaluate or pursue a business relationship with you(the "Specified Purpose"). In order to enable you and your Representatives to undertake the Specified Purpose you wish to access certain Confidential Information. The Confidential Information may be disclosed to you either through written or oral communications, or transfer of data through electronic means and during the discussions relating to the Specified Purpose.

**Confidential Information**

For the purpose of this Agreement "Confidential Information" means any and all information disclosed by us or by a third party on behalf of us to you and your Representatives (whether in writing, verbally electronically or by any other means and whether directly or indirectly) and which is now or which at any time after the date of this Agreement comes into your possession to carry out the Specified Purpose (as may be developed and/or adapted from time to time) including, without limitation, any information relating to our products, technical products, technicality, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs, historical audited financial statements, financial projections, feasibility studies, reports, drawings, specifications, data, graphs, charts and all information created by you and your Representatives in carrying out the Specified Purpose whether or not such information has been reduced to a tangible form or marked "confidential" and any information which has been or may be derived from any such information.

## 1. Use of Confidential Information

You and your Representatives undertake not to use the Confidential Information for any purpose whatsoever other than in connection with the Specified Purpose.

## 2. Keeping Confidential Information Confidential

2.1 In consideration of us disclosing the Confidential Information to you and your Representatives and agreeing to enter into discussions with you, you and your Representatives hereby undertake and agree:

- a) to hold the Confidential Information in confidence and not to disclose or permit it to be made available to any person, firm or company without our prior written consent;
- b) only to use the Confidential Information for Specified Purpose;
- c) to keep all Confidential Information separate from all your other documents, materials and records;
- d) to make copies of the Confidential Information only to the extent that is strictly required for the Specified Purpose;
- e) to keep a written record of all copies or reproductions of any Confidential Information specifying when and by whom they were taken and to whom they have been sent (if anyone). Such record will be available for inspection by us upon giving you two (2) days' notice in writing;
- f) upon written demand from us either to return to us the Confidential Information and any copies of it or to confirm to us in writing that, save as required by law or regulation, it has been destroyed. You may not (at our sole option) be required to return reports, notes or other material prepared by you or on your behalf which incorporate Confidential Information as an inseparable part of the materials ("**Secondary Information**") provided that the Secondary Information is kept confidential;
- g) to keep confidential and not reveal to any person, firm or company the fact that the Specified Purpose is taking place or that discussions or negotiations have taken place between us without our prior express written consent;
- h) to establish and maintain effective security measures and to use your best efforts to safeguard and protect the Confidential Information from unauthorized access, use, copying or disclosure (and which you and your Representatives warrant as providing adequate protection against any unauthorized disclosure, copying or use): and
- i) to notify us immediately in the event of any potential, suspected or actual unauthorized use, copying or disclosure of the Confidential Information.

## 3. Disclosure of Confidential Information

3.1 You and your Representatives undertake not to disclose any Confidential Information to any third party e x c e p t that you may disclose and to allow access to the Confidential Information-

(a) only to those of your Representatives who have reasonable need to see and use it for the Specified Purpose and in any event to ensure that each person who is permitted to access the Confidential Information is made by you fully aware in advance of its obligations under this Agreement and that each such person gives an undertaking in respect of the Confidential Information, in terms which correspond to the terms of this Agreement; and

(b) If disclosure is required by law, by any court of competent jurisdiction or by any other regulatory body provided that you undertake to give us not less than seven (7) business days' notice of such disclosure;

3.2 You and your Representatives will use your best efforts to prevent the disclosure of any of the Confidential Information except as mentioned in paragraph 4.1;

3.3 You will procure that any person to whom information IS disclosed pursuant to paragraph 3.1 (a) complies with the terms of this undertaking as if that person was a party to this undertaking;

3.4 Notwithstanding any access to Confidential Information which you may provide to your Representatives pursuant to paragraph 3.1(a) and to terms of this Agreement, you will remain primarily responsible for the acts and omissions of your Representatives as though they were your own.

#### **4. Exceptions**

4.1 Nothing in paragraphs 2.1(a) to (i) above will apply to any information or Confidential Information:

(a) Which at the time of its disclosure is in the public domain;

(b) which after disclosure comes into the public domain for any reason except your failure to comply with the terms of this Agreement or other than by reason of some unauthorized disclosure; or

(c) which you can show by your written records was in your possession prior to you receiving it from us and which you had not previously obtained from us or from a third party on our behalf under an obligation of confidence.

#### **5. Return of Confidential Information**

5.1 You agree and undertake that at the conclusion of the Specified Purpose or within three (3) days of a written request from us to return to us all documents and other material in your possession, custody or control that bear or incorporate any of the Confidential Information or the Secondary Information and you will not keep or will destroy any copies or reproductions of any of the Confidential Information or any other documents containing or reflecting any Confidential Information made by you or on your behalf either in written or electronic form.

#### **6. General**

6.1 You and your Representatives further agree and undertake that:-

(a) no right or license is granted to you in relation to any of the Confidential Information other than as expressly set out in this Agreement;

(b) Imdaad accept no responsibility for and make no representations or warranties, express or implied with respect to the accuracy or completeness of any of the Confidential Information and we will not be liable to you or any third party for any loss resulting from use of the Confidential Information;

(c) you will not disclose to any person except those referred to in paragraph 3.1(a) the fact that the

Specified Purpose is taking place or that discussion or negotiations are taking place between us without our prior written consent;

(d) no failure or delay by us in exercising any right or power under this undertaking will operate as a waiver of that right or power and no single or partial exercise of that right or power will preclude any other or further exercise of that right or power or the exercise of any other right or power; and

(e) damages would not be an adequate remedy for any breach of this Agreement and Imdaad will be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement and no proof of special damages will be necessary for the enforcement of this Agreement.

6.2 You undertake to indemnify us against all liability or loss arising directly or indirectly from, and any costs, charges and expenses incurred in connection with any breach by you of the terms of this Agreement, with any sum due under this paragraph 6.2 to be paid without any deduction or set-off (and irrespective of any counterclaim) whatsoever.

6.3 You acknowledge, understand and agree that any unauthorized use (whether for your advantage or the advantage of another) or disclosure by you or any of your Representatives who are permitted by you to access the Confidential Information of any Confidential Information except as may be permitted by law Will give rise to an offence under the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates.

6.4 You hereby agree that this Agreement will be governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates You hereby irrevocably consent to the non-exclusive jurisdiction of the courts of Dubai for any actions, suits or proceedings arising out of or relating to this Agreement or any of its terms ("Action") You hereby submit to the jurisdiction of such courts and you waive any objection to any Action brought by us in any such courts whether on the ground of venue or on the ground that the Action has been brought in an inconvenient forum, and you further agree that a judgment in any Action brought in any such court will be conclusive and binding on you and may be enforced in the courts of any other jurisdiction.

6.5 Notwithstanding the foregoing, you agree that nothing in this Agreement will limit our right to bring any Action relating to the protection of the Confidential Information or any claim for interlocutory or injunctive relief in any other courts of competent jurisdiction, nor will the bringing by us of an Action in one jurisdiction preclude the bringing of an Action in any other jurisdiction (whether concurrently or not) Any clause or part of a clause of this Agreement which is ineffective in any jurisdiction is ineffective only to that extent in that jurisdiction.

6.6 You hereto agree that no failure or delay by us in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

6.7 Neither this paragraph nor any other provisions in this Agreement can be waived, amended or assigned except by prior written consent of the Party waiving the right, which consent will specifically refer to this paragraph (or such other provision) and explicitly make such waiver or amendment A waiver by one Party under this paragraph does not prejudice its rights in respect of any subsequent breach of this Agreement by the other Party.



6.8 If any provision or covenant of this Agreement is found to violate or unenforceable in whole or in part any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity will not be deemed to affect any other provisions or covenants hereof or the validity of the remainder of this Agreement, and such invalid provision will be deemed deleted here from to the minimum extent necessary to cure such violation.

6.9 This Agreement shall be valid for a term of 5 years from the date of this Agreement mentioned in the beginning.

IN WITNESS WHEREOF, this agreement has caused it to be executed at Dubai, UAE on the date indicated above.

Signed by duly authorised Representative of Imdaad LLC

\_\_\_\_\_  
Mahmood Rasheed, COO

We have read and agreed to the terms and conditions of this Agreement:

Signed by duly authorized Representative of .....

Agreed and accepted by:

\_\_\_\_\_  
(Name)  
Position: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_ of \_\_\_ 2019