

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "**Agreement**") is made and entered into on \_\_\_\_\_ (the "Effective Date"), by and between **Tawazun Industrial Park LLC**, having its principal place of business at Al Taf Road, Al Ajban, Sweihan, Abu Dhabi, UAE

("First Party"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ ("Second Party").

The parties acknowledge that each party may act as ("**Disclosing Party**") or ("**Receiving Party**") with respect to any Confidential Information disclosed under this Agreement.

WHEREAS, the parties intend to protect the confidential information from unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include any and all information or material that is proprietary, confidential, or trade secret information of Each Party, including, without limitation, information regarding products, services, processes, designs, drawings, software, algorithms, source code, financial information, customer lists, pricing information, and any other information that is marked as confidential or proprietary or that is reasonably understood to be confidential or proprietary.

### 2. Obligations of Receiving Party

Receiving Party agrees to keep confidential and not disclose or use any Confidential Information received from Disclosing Party for any purpose other than the purposes of this Agreement. Receiving Party agrees to take all reasonable measures to protect the Confidential Information from unauthorized disclosure or use, including, but not limited to, those measures that it takes to protect its own confidential information of a similar nature.

Receiving Party agrees to limit disclosure of the Confidential Information to those of its employees or agents who need to know such information for the purposes of this Agreement and who have signed a similar nondisclosure agreement.

Receiving Party agrees to promptly notify Disclosing Party of any unauthorized disclosure or use of Confidential Information.

Receiving Party acknowledges that any unauthorized use or disclosure of the Confidential Information would cause irreparable harm to Disclosing Party and that monetary damages would be inadequate to compensate for such harm. In the event of any such unauthorized use or disclosure, Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies that may be available.

### 3. Exceptions

Receiving Party's obligations under this Agreement shall not apply to any Confidential Information that: (a) was already known to Receiving Party at the time of disclosure by Disclosing Party; (b) is or

becomes publicly available through no fault of Receiving Party; (c) is rightfully received by Receiving Party from a third party without a duty of confidentiality; or (d) is independently developed by Receiving Party without reference to or use of Disclosing Party's Confidential Information.

#### 4. Termination

Either party may terminate this Agreement at any time, with or without cause, upon written notice to the other party. Notwithstanding any such termination, the obligations of Receiving Party under this Agreement shall remain in effect indefinitely.

#### 5. Miscellaneous

This Agreement constitutes the entire understanding of the parties and supersedes all prior negotiations, understandings, and agreements between them. This Agreement may not be modified or amended except in writing signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of United Arab Emirates, without giving effect to any choice of law or conflict of law provisions. Any disputes arising out of or in connection with this Agreement shall be resolved exclusively through arbitration in accordance with the arbitration rules of the Abu Dhabi Commercial Conciliation and Arbitration Centre.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Tawazun Industrial Park LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Both parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms and conditions.

[First Party Name] [Authorized Signatory]

[Second Party Name] [Authorized Signatory]