

## NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is made between:

(1) **CHANGEOSITY FZC**, a free zone company registered at Ajman Free Zone, License number L-28345, whose registered office is Office - A1-615 B, Office AFZ A1 Ajman, UAE,

and

(2) Name: \_\_\_\_\_ and Address: \_\_\_\_\_ (**Consultant/Individual**)

each a **Party**, and together the **Parties**.

### BACKGROUND

- A. The Parties are interested in Discussions (as defined below).
- B. During the course of the Discussions each Party will be disclosing certain Confidential Information to the other Party.
- C. The Parties are willing to disclose Confidential Information (as defined below) to each other on the condition that the use and further disclosure of such Confidential Information by a Receiving Party (as defined below) is strictly limited as provided for in this Agreement.
- D. In signing this Mutual NDA, regardless whether the other Party has signed, Changeosity FZC agrees to meet its obligations as the Receiving Party.

### AGREEMENT

1. In this Agreement:

**Authority** means any local, regional, territorial, free zone, municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, utility provider, judicial or administrative body, having jurisdiction over any Party.

**Business Day** means any day that is not a Saturday, Sunday or a declared public holiday in the Emirate of Dubai.

**Confidential Information** means:

- a) all information which is made available by a Party or its Related Persons to a Receiving Party or its Related Persons, including but not limited to information relating to business, projects, operations or the Project, proprietary technology, business plans, products, data information, know-how, methods, procedures, processes, systems, financial data, technical knowledge or models; and
- b) the existence and contents of this Agreement,

in each case in whatever form or medium (including written, electronic, digital, visual and oral) such information is recorded or kept and whether disclosed or created before or after the date of this Agreement.

**Disclosing Party** has the meaning given in clause 2.

**Discussions** means discussions and negotiations in respect of the Project.

**Execution Date** means the date of last signature by the Parties of this Agreement.

**Laws** means all legislation, decrees, resolutions, acts, statutes, ordinances, rules or regulations, directives and other orders, treaties, by-laws, codes of practice and other subordinate legislation, of any Authority.

**Notice of Dispute** means a notice served by one Party to notify the other Party that a Dispute has arisen.

**Project** means [*insert description of the proposed project*].

**Receiving Party** has the meaning given in clause 2.

**Related Persons** means, in relation to a Party, its directors, employees and any financial, legal and accounting advisers at the relevant time.

2. Each Party agrees and acknowledges that Confidential Information received by that Party or any of its Related Persons (a **Receiving Party**) from the other Party or any of its Related Persons (a **Disclosing Party**):
  - a) is confidential;
  - b) may not be disclosed to any other person other than Related Persons of the Receiving Party:
    - i) who need to receive, or be aware of, such Confidential Information for the purpose of the Discussions; and
    - ii) who have executed non-disclosure agreements obliging them to restrict disclosure of confidential information on terms no less onerous than this clause 2 (which shall be evidenced to the Disclosing Party on request);
  - c) may not be used for any purpose whatsoever other than in connection with the Discussions; and
  - d) shall, whether or not the Discussions lead to a formal arrangement or agreement between the Parties, remain Confidential for all purposes and shall not be disclosed by a Receiving Party without a Disclosing Party's written consent or to the extent otherwise permitted under the terms of this Agreement.
3. Each Disclosing Party represents and warrants that it possesses all necessary powers, rights and authority to lawfully disclose to a Receiving Party the Confidential Information and this representation and warranty shall survive termination of this Agreement.
4. Confidential Information shall not include any information that is:
  - a) in the possession of a Receiving Party at the date of receipt from a Disclosing Party;
  - b) public knowledge or (otherwise than by reason of any breach by a Receiving Party) becomes public knowledge;
  - c) obtained by a Receiving Party from another person in good faith without the Receiving Party's actual knowledge of such person's breach of a confidentiality obligation owed to the Disclosing Party; or

- d) independently acquired or developed by a Receiving Party as a result of work carried out by an employee or contractor to whom no disclosure of the relevant Confidential Information has been made in violation of this Agreement, evidence of which can be demonstrated by a Receiving Party.
5. The Receiving Party may disclose Confidential Information to the extent required:
    - a) by any order or direction of any court of competent jurisdiction or any competent judicial, governmental, regulatory or supervisory body;
    - b) by the rules of any listing authority, stock exchange or any regulatory or supervisory body with which the Receiving Party is bound to comply; or
    - c) by Law or regulations.
  6. The Receiving Party will immediately inform the Disclosing Party of the circumstances of any disclosure upon becoming aware that Confidential Information has been disclosed in breach of the terms of this Agreement.
  7. No obligation of any Party to disclose Confidential Information to another Party shall be implied under this Agreement.
  8. This Agreement shall not be construed as granting any rights in respect of any intellectual property rights to the benefit of the Receiving Party unless expressly stated in writing.
  9. A Receiving Party's obligations under this Agreement shall remain in force for a period of 2 (two) years from the Execution Date.
  10. At the request of a Disclosing Party, a Receiving Party agrees to promptly return to the Disclosing Party all Confidential Information requested.
  11. This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes and extinguishes all prior arrangements, representations, communications, negotiations, agreements and contracts (whether written or oral) made between or entered into between the Parties prior to, on or before the Execution Date.
  12. This Agreement may only be amended or modified by a written document, signed by both Parties.
  13. Each Party acknowledges and agrees that any breach by it of any of the terms of this Agreement may result in irreparable and continuing damages to the other Party and the Parties hereby indemnify each other against any or all actual loss suffered by a Party arising out of such breach by the other Party.
  14. Neither Party shall assign, transfer, charge or otherwise encumber any right, benefit or interest under or in respect of this Agreement, except with the prior written consent of the other Party.
  15. Nothing in this Agreement shall be construed to create a partnership or joint venture between or among the Parties. Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to authorise any Party to act as the agent of another Party, nor permit any Party to act on behalf of or bind another Party, nor give any Party the authority to act for, or to assume or incur any obligations or liabilities on behalf of another Party.

16. Notices

16.1. A notice, including any Notice of Dispute, given to a Party under or in connection with this Agreement:

- a) shall be in writing and in English;
- b) shall be signed by or on behalf of the Party giving it;
- c) shall be sent to the Party for the attention of the contact and at the address, or email address listed in this clause 16.1;
- d) shall be sent by a method listed below; and
- e) unless proved otherwise, is deemed received as set out in this clause 16 if prepared and sent in accordance with this clause.

Party	Contact	Address	Email
Changeosity	Krysta Fox	Office - A1-615 B, Office AFZ A1 Ajman, UAE	Krysta.fox@changeosity.com
Insert	Insert	Insert	Insert

16.2. The table in this clause 16.2 sets out:

- a) the permitted delivery methods for sending a notice to a Party under this Agreement; and
- b) for each permitted delivery method, the corresponding delivery date and time when the notice is deemed to have been received provided that all other requirements in this clause 16 have been satisfied:

Delivery method	Date and time of deemed receipt
Delivery by hand	On signature of a delivery receipt
Delivery by courier	The time shown on the courier’s delivery receipt
Email	If transmitted on a Business Day before 5:00pm (UAE time) according to the time shown on the sender’s server, on that day, or in any other case on the next Business Day after the day on which it is transmitted

16.3. Other than in respect of a Notice of Dispute, this clause 16 does not apply to the service of any proceedings or other documents, in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. Without prejudice to any other rights or remedies that a Party may have, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by a Party. Accordingly, each Party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

18. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.
20. This Agreement shall be governed by the laws of the Dubai International Financial Centre.
21. If any dispute, claim, controversy or difference between the Parties arises out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation or termination (**Dispute**), then a Notice of Dispute shall be served by one Party on the other Party, and the Parties shall use their best endeavours to resolve the Dispute. If the Parties do not resolve the Dispute on amicable terms within a period of thirty (30) days from the date of deemed receipt of the Notice of Dispute in accordance with clause 16, then the Parties agree that the courts of the Dubai International Financial Centre shall have exclusive jurisdiction to finally determine the Dispute.

**NOW EXECUTED BY THE PARTIES ON THE EXECUTION DATE**

**SIGNED BY** Krysta Fox, Founder & CEO, Changeosity FZC

Duly authorized to sign this Agreement for and on behalf of the Consultant.

Date \_\_\_\_\_

**SIGNED BY** \_\_\_\_\_

Name, Position, Company/ Consultant

Duly authorized to sign this Agreement for and on behalf of the Company/ Consultant.

Date \_\_\_\_\_