



كربون دبي
DUBAI CARBON

DUBAI CARBON CENTRE OF EXCELLENCE (DCCE)

AND

NON-DISCLOSURE AGREEMENT

FOR

Dubai
United Arab Emirates

Date



NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (NDA) IS MADE date.

BETWEEN

Dubai Carbon Centre of Excellence (“DCCE”), whose registered office is located at Dubai Petroleum Complex opposite City Walk, P.O. Box 333992, Dubai, United Arab Emirates.

And _____ Holder of passport number [xxx]

1. PREAMBLE

WHEREAS:

- 1.1. The Parties hereto have agreed to enter into discussions concerning a potential business relationship between them.
- 1.2. This Agreement provides for the disclosure by DCCE hereto to _____ of proprietary confidential information related to DCCE data which is deemed Confidential by DCCE; and for the disclosure by _____ of information proprietary thereto and deemed confidential thereby, (hereinafter both referred to as “Confidential Information”).
- 1.3. Pursuant to the purpose of the discussions as per clause 1.1, the Parties have agreed to exchange certain Confidential Information (hereinafter defined) and have agreed to provide and to accept such Confidential Information on a strictly confidential basis and on the terms and conditions set out below.
- 1.4. The Confidential Information shall be disclosed either through written or oral communications for the purpose of discussing a potential business relationship between the Parties and it is understood and agreed that the Confidential Information provided will be reviewed and used solely for the aforesaid purposes. Both Parties agree to maintain such confidential information including all portions or copies thereof confidential and not to disclose such Confidential Information (or any portion or copy thereof) to any third party except for the above-mentioned purposes.
- 1.5. The Party disclosing the information shall hereinafter be referred to as the “Disclosing Party” and the party receiving such information shall hereinafter be referred to as the “Receiving Party”.



AGREEMENTS

Accordingly, for the protection of the Parties Confidential Information, it is agreed as follows:

2. CONFIDENTIAL INFORMATION

2.1. "Confidential Information" is defined as information of any nature in any form including reports, drawings, specifications, data, graphs, charts and the like which has been reduced to written form and relates to the purpose of this Agreement. The Disclosing Party shall identify its Confidential information as "Confidential" with an appropriate legend, marking, stamp, or other obvious written identification. Confidential Information shall also include oral disclosures provided that the oral disclosure is reduced to writing in summary form, marked as "Confidential" and delivered to the Receiving Party within thirty (30) days of the oral disclosure.

2.2. Notwithstanding any other provision of this Agreement, the Parties hereto acknowledge that confidential information shall not include any information that:

2.2.1. was previously in the possession of the Receiving Party without any obligation of confidentiality from a source other than the Disclosing Party, as evidenced by written records; or

2.2.2. is or hereafter becomes publicly known through no wrongful act, fault or negligence of the Receiving Party; or

2.2.3. is disclosed to the Receiving Party without any restriction regarding confidentiality from a source not under the Disclosing Party's control, and without any violation of confidentiality obligation; or

2.2.4. is independently developed by employees of the Receiving Party who have not received the Confidential Information and have not had either direct or indirect access or knowledge of such proprietary information.

3. OBLIGATION OF CONFIDENTIALITY

3.1. Upon receiving Confidential Information, the Receiving Party shall keep in confidence and not disclose to any person or entity, not bound by this Agreement, any Confidential Information, except as otherwise provided by the terms and conditions of this Agreement.



- 3.2. The Receiving Party will make Confidential Information available only to those of its employees or agents having a "need to know" in order to carry out the purposes of this Agreement. Further, the Receiving Party shall not otherwise use or disclose such Confidential Information except with the prior written approval of the Disclosing Party.
- 3.3. The Receiving Party hereby agrees to bind each of its employees or agents participating in the activity which is the purpose of this Agreement that they are obligated to protect Confidential Information as prescribed in this Agreement.
- 3.4. The obligations and responsibilities of the Parties hereto shall survive and continue in full force and effect beyond the termination of this Agreement and shall be subject to the term specified in Article 5 of this Agreement.
- 3.5. All written Confidential Information shall be returned to the Disclosing Party or destroyed by the Receiving Party at the Disclosing Party's option, when requested after the expiration of the Agreement or when the Receiving Party's need for such information for the purpose of this Agreement has ended, whichever is earlier. In the event of destruction, the Receiving Party shall certify in writing to the Disclosing Party, within thirty (30) days, that such destruction has been accomplished. The Receiving Party shall make no further use of such Confidential Information.
- 3.6. The disclosure of Confidential Information hereunder shall not be construed as granting either a license under any patent or patent application or any right of ownership in said Confidential Information, nor shall disclosure constitute any such representation, warranty, assurance, guarantee or inducement by either Party with respect of infringement of patents or other rights of third Parties.
- 3.7. The obligation of confidentiality does not apply if the Receiving Party is ordered by a court of law or a governmental authority to disclose any Confidential Information, provided, if possible, the Receiving Party notifies the Disclosing Party of such disclosure as soon as practicable.

4. NON-CIRCUMVENTION

- 4.1. The Receiving Party shall not in any manner solicit or accept any business from sources, which were made available by the Disclosing Party through this Agreement, without the express written authorization of the Disclosing Party.
- 4.2. The Parties shall maintain complete confidentiality regarding each other business sources and will disclose such business sources only to named parties pursuant to the express written permission of the Disclosing Party.



4.3. The Receiving Party shall not circumvent any of the transactions the Disclosing Party is desirous of entering into and shall and further, the Receiving Party will not disclose names, addresses, email address, telephone and telefax or telex numbers to third parties and the Receiving Party shall recognize such contracts as the exclusive property of the Disclosing. The Receiving Party shall not enter into any direct negotiations or transactions with such contracts revealed by the Disclosing Party.

4.4. In the event of circumvention of this Agreement by either Party, directly or indirectly, the circumvented Party shall be entitled to a legal monetary compensation equal to the maximum revenue it could have realized from the relevant transaction, and in addition any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.

5. DURATION OF THE AGREEMENT

5.1. This Agreement shall apply to Confidential Information received during the term of this Agreement which shall be Five (5) years beginning with its effective date; unless different period specified separately for specific documents. For the avoidance of doubt, the obligations of confidentiality shall survive the termination of this Agreement for three years after termination.

6. EFFECTIVE DATE

6.1 The effective date of this Agreement shall be the latter date of signature of this Agreement by the Parties.

7. ENTIRE AGREEMENT

7.1. This Agreement contains the entire understanding between the Parties with respect to the safeguarding of said Confidential Information and supersedes all prior communications and understandings with respect thereto. For all purposes, this Agreement shall be deemed a binding contract between the Parties, with all its legal effects. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of the Parties.

7.2. This Agreement and the relationship between the parties shall be governed by, and construed in accordance with the laws of the Emirate of Dubai and applicable federal laws of the United Arab Emirates. If any dispute or grievance arises out of or in

connection with this Agreement, each Party agrees that the dispute or grievance will be notified in writing to the other Party and discussed between Main Representatives



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of each Party and any other relevant representatives of each Party who have authority to settle the dispute.

IN WITNESS WHEREOF, the Parties represent and warrant that this Agreement is executed by duly authorized representatives of each Party as set forth below on the date first stated above

On behalf of DCCE.

On behalf of

xxx xxx

Ivano Iannelli

xxx xxx

CEO

Position

Date
