**Dated dd/mm/yyyy**

**Global Ventures**

**- and –**

**[Enter Name]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CONFIDENTIALITY AGREEMENT**

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**THIS CONFIDENTIALITY AGREEMENT** (this "**Agreement**") is made and entered into on the day of dd/mm/yyyy between:

1. **Global Ventures**, a company with limited liability incorporated in the United Arab Emirates and with its registered office at The Edge Building, Dubai Internet City, Dubai, United Arab Emirates (the “**Company**”); and
2. **[Enter Name]**, a company registered and existing under the laws [enter registration information and address] ("**Counterparty**").

The Company and Counterparty is hereinafter referred to collectively as the "**Parties**" and, individually, as a "**Party**".

In consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

# Definitions

In this Agreement:

"**Affiliate**" means with respect to a Party, any Person that controls, is directly or indirectly controlled by, or is under the common control of that Party. For purposes of this definition, the term "**control**" (including the term "**controlled by**") of a Person means the possession, direct or indirect, of more than fifty percent (50%) of the voting rights in such Person.

"**Commercial Partnership**" means any discussions between the Parties relating to a (i) potential or existing investment or (ii) potential or existing partnership, made between or to be entered into by the Parties.

"**Confidential Information**" means:

1. the fact that the Parties are considering the Commercial Partnership and the existence and contents of this Agreement; and
2. any and all documents, information, data, samples and reports of any kind, and in any format whatsoever (including information given orally and recorded in writing form following oral disclosures and in any document, electronic file or any other way of representing or recording information), relating to the Commercial Partnership, the Parties and/or their respective Affiliates, that is directly or indirectly disclosed to the Receiving Party or its Representatives by the Disclosing Party and/or its Representatives,

but excludes the information in Section 3.2 below.

"**Disclosing Party**" has the meaning given to it in Section 3.1.

"**Effective Date**" means the date first above written.

"**Laws**" means any laws, rules, regulations, decrees, orders, acts, international agreements or treaties of a government or of any subdivision or agency thereof.

"**Permitted Purpose**" means the purpose of facilitating discussions between the Parties in relation to a Commercial Partnership, and, if the Parties so desire, the carrying out of any due diligence in respect of such Commercial Partnership, assessing and implementing such Commercial Partnership, and the enforcement of any rights and the performance of any obligations hereunder by a Party.

"**Person**" means any individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any subdivision or agency thereof.

"**Receiving Party**" has the meaning given to it in Section 3.1.

"**Representatives**" means

1. Affiliates; and
2. directors, employees, agents, managers, investment advisers, general partners, agents and consultants of either Party.

**"Secondary Information"** means internal reports, notes or other working material prepared by the Receiving Party or its Representatives.

# Confidential information

Receiving Party hereby agrees to (and procures that its Representative shall):

### keep any Confidential Information received by it from the Disclosing Party confidential and not to disclose it to anyone except as provided for by Section 3.1 below;

### ensure that such Confidential Information is protected with security measures and at least the degree of care that would apply to its own confidential information;

### keep confidential and not disclose to anyone the fact that such Confidential Information has been made available to it, or that discussions or negotiations are taking place or have taken place between the Parties in connection with a Commercial Partnership; and

### use such Confidential Information only for the Permitted Purpose.

# Permitted Disclosure

## A Party (the "Receiving Party") may disclose Confidential Information received by it from the other Party (the "Disclosing Party") in the following limited circumstances:

### to the Representatives of the Receiving Party who need to know the Confidential Information for the purposes of assessing the Commercial Partnership, provided always that (i) the Receiving Party informs such Representatives of the confidential nature of the Confidential Information before disclosure and of the terms of this Agreement; and (ii) the Receiving Party shall at all times be responsible for such Representatives’ compliance with the obligations set out in this Agreement; or

### to the extent necessary to comply with the requirements of any arbitral tribunal, court or other governmental agency having legal authority to require such disclosure, provided that the Receiving Party shall (to the extent permitted by Law) provide the Disclosing Party with reasonable advance notice of such disclosure in order to allow the Disclosing Party to seek a protective order in respect thereof; or

### with the Disclosing Party's prior written consent.

## Notwithstanding Sections 2 and 3.1, the Parties acknowledge that Confidential Information shall not include information that:

### is or becomes generally available to the public (other than as a result of a disclosure by the Receiving Party or otherwise in violation of the terms of Section 2 or 3.1);

### was available to the Receiving Party or its Representatives on a non-confidential basis prior to its disclosure to the Receiving Party by or on behalf of the Disclosing Party;

### becomes available to the Receiving Party or its Representatives from a Person or a source that is not bound by a confidentiality undertaking with respect to such information or otherwise prohibited from transferring such information to the Receiving Party or its Representatives.

# Notification of Unauthorised Disclosure

The Receiving Party agrees to inform the Disclosing Party of the full circumstances as soon as reasonably practicable upon becoming aware that Confidential Information has been disclosed to a Person in breach of this Agreement.

# Destruction of Copies

If the Disclosing Party so requests in writing, the Receiving Party shall immediately:

### return, destroy or permanently erase all copies of such Confidential Information made by the Receiving Party and certify in writing to the Disclosing Party that it has complied with the requirements of this section;

### use all reasonable endeavours to procure that anyone to whom the Receiving Party has supplied any such Confidential Information returns, destroys or permanently erases such Confidential Information and any copies made by them, in each case save to the extent that:

#### the Receiving Party, or anyone to whom the Receiving Party has supplied any such Confidential Information, is required to retain any such Confidential Information by any applicable Law or by any competent judicial, governmental, supervisory or regulatory body or in accordance with internal policy; or

#### the Confidential Information has been disclosed by the Receiving Party under Section 3.1(b) above.

#### Notwithstanding the foregoing, the Receiving Party and its Representatives shall be entitled to retain Secondary Information provided that it is kept confidential in accordance with provisions of this Agreement.

# Confidentiality Period

The obligations in this Agreement shall survive the termination of any discussions or negotiations between the Parties with respect to the Commercial Partnership but shall only be effective for the period set out in Section 9.

# No Representation; Consequences of Breach, etc

Receiving Party acknowledges and agrees with the other that:

### neither the Disclosing Party nor any of its Representatives:

#### make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by the Disclosing Party or any Person on the Disclosing Party's behalf or the assumptions on which it is based; or

#### shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by the Disclosing Party or any Person on the Disclosing Party's behalf or be otherwise liable to the Receiving Party or any other Person in respect of the Confidential Information or any such information; and

### the Disclosing Party and/or any of its Affiliates may be irreparably harmed by the breach of the terms of this Agreement and damages may not be an adequate remedy, and, therefore, the Disclosing Party and/or any of its Affiliate(s) may seek an injunction or specific performance for any threatened or actual breach of the provisions of this Agreement by the Receiving Party; and

### the Receiving Party shall indemnify and hold harmless the Disclosing Party and its Representatives, from all losses, claims of losses, damages and expenses (including without limitation court costs and reasonable attorneys’ fees)

### asserted against the Disclosing Party and directly and proximately caused by the disclosure of Confidential Information through improper action or inaction by the Receiving Party, or any affiliate, agent, consultant or employee.

### This does not exclude liability for any remedy in respect of fraud, fraudulent misrepresentation and wilful concealment.

# No Waiver, Amendments, etc.

No failure or delay by a Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privileges under this Agreement. The terms of this Agreement and the obligations of the Parties hereunder may only be amended or modified by written agreement between the Parties.

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations, or understandings with respect hereto.

# term

## This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of recipient, not to exceed a maximum of [two (2)] years from the date hereof.

# Third Party Rights

This Agreement is made for the benefit of the Parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else. The Parties may by written agreement rescind or vary this Agreement without the consent of those Affiliates which are not Parties.

# Proprietary Rights

## The Receiving Party acknowledges that it shall not have any right, title or interest in any Confidential Information received by it from the Disclosing Party nor shall it have or be granted any licence to use, sell, exploit, copy or further develop in any way such Confidential Information.

# Non-solicitation

## The Counterparty agrees that for the duration of this Agreement and for a period of [24 months] following termination of this Agreement, neither it nor any of its Affiliates shall directly or indirectly, solicit, employ, hire, contract or take away or cause to be hired, contracted or taken away any employee or independent contractor of the Company; provided, however, that neither the Counterparty nor any of its Affiliates shall be prohibited from employing, hiring or contracting any person who contacts such Party in response to a published general advertisement, not specifically targeted at such person, for the purposes of recruitment and without any direct or indirect solicitation by the Counterparty or its Affiliates.

# Counterparts

## This Agreement may be executed in two counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute one and the same Agreement.

# Remedies

## Each Party acknowledges that damages alone would not be an adequate remedy for any breach or threatened breach of this Agreement and, accordingly, the Disclosing Party shall be entitled to the remedies of injunction, specific performance, or other equitable relief. Such remedy shall be in addition to and not in lieu of other remedies available to them at law or in equity.

# Miscellaneous

## This Agreement and the supply of Confidential Information does not constitute an offer by the Company and does not impose any obligation whatsoever on either Party to continue discussions or negotiations in connection with the Commercial Partnership. 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 the Commercial Partnership at any time.

## This Agreement does not create a joint venture or partnership between the Parties. If the Commercial Partnership goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the Parties (or their Representatives) for the Commercial Partnership shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall prevail.

## If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. Furthermore, if any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

## Each Party shall be responsible for any costs incurred by such Party in considering or pursuing the Commercial Partnership and in complying with the terms of this Agreement.

## Any announcement relating to the existence or the subject matter of this Agreement shall (subject to Section 3 above) first be approved by both Parties as to its content, form and manner of publication.

## Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy nor shall it preclude or restrict any further exercise of that or any other right or remedy.

# Governing Law

This Agreement shall be governed by and construed in accordance with the laws and regulations of the Dubai International Financial Centre (“**DIFC**”) and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of DIFC in respect of any claim, dispute or difference arising out of or in connection with this Agreement.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the date first written above.   |  | | --- | |  | | For and on behalf of: **Global Ventures** | |  | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | **[Authorized Signatory Name]**  **[Title]**  **[Date]** | |  | |
| **For and on behalf of: [Enter name]** |
|  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **[Authorized Signatory Name]**  **[Title]**  **[Date]** |