

## Mutual Non-Disclosure Agreement

TECHNO BRAIN GLOBAL FZ LLC having its registered office at P.O. Box 40097, RAKEZ, Ras Al Khaimah, U.A.E (hereinafter referred to as TECHNO BRAIN) and < Name of the Entity> having its registered office at ....., (hereinafter referred to as .....) enter into this agreement (hereinafter referred to as Agreement) on this day \_\_\_\_ of \_\_\_\_ 2022.

*TECHNO BRAIN* and ..... *desire to exchange* certain confidential information in order to further their discussions and negotiations concerning a possible business arrangement. Each party wishes to maintain the confidentiality of the material and information disclosed to the other and to preserve to itself the commercial benefits from the use of such material.

### 1. DEFINITION OF CONFIDENTIAL INFORMATION

“Confidential Information” means information (including formulae, patterns, compilations, program, devices, methods, techniques and process) of a party that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper mean by other persons who can obtain economic value from its disclosure or use, and includes, without limitation: business plans and strategies, marketing plans, price lists and cost information, information concerning business relationships, employee information, customer information, financial data, proposed products, descriptions of inventions, process descriptions, descriptions of technical know-how, engineering and technical specifications and documentation, discoveries and trade secrets and other related materials and information disclosed by either party to the other pursuant to this Agreement. Confidential Information may be written, oral, expressed in electronic media or otherwise disclosed, and may be tangible or intangible. All materials and information disclosed by either party to the other, pursuant to this Agreement, will be presumed to be Confidential Information and will be regarded by the recipient, unless the recipient can prove that the materials or information are not Confidential Information because of the application of clause 3, below.

### 2. OBLIGATIONS CONCERNING CONFIDENTIAL INFORMATION

The recipient (the “receiving party”) of Confidential Information from the other party (the “disclosing party”) agrees:

- (i) That it will maintain and preserve the confidentiality of such Confidential Information, including, without limitation, taking such steps to preserve the confidentiality of the Confidential Information as it takes to preserve the confidentiality of its own confidential information, and in no event less than reasonable protective steps;
- (ii) that it will disclose such Confidential Information to its own employees on a “need-to-know” basis, only, for the purposes contemplated by this Agreement, and only to such employees who have agreed to maintain the confidentiality thereof;
- (iii) that it will not disclose such Confidential Information to any third party (except accountants, attorney, underwriters and advisors under a duty of confidentiality) without the express written consent of the disclosing party; and
- (iv) that it will use such confidential Information solely in its consideration of whether to enter into a business arrangement with the disclosing party, and that it will not otherwise use for its benefit or the benefit of any third party any such Confidential Information.

### 3. EXCEPTION

The obligations in clause 2, above will not apply to, and Confidential Information, as defined hereunder, will not include information or materials which:

- (i) are already known to the receiving party at the time that they are disclosed by the disclosing party;
- (ii) are publicly known at the time of disclosure to the receiving party by the disclosing party; or
- (iii) are disclosed more than three years after the first receipt by either party of Confidential Information under this Agreement.

The obligations in clause 2, above will cease as to particular Confidential Information from and after the date that the particular Confidential Information:

- (i) becomes publicly known through no fault of the receiving party;
- (ii) is received by the receiving party properly and lawfully from a third party without restriction on disclosure and without knowledge or reasonable suspicion that the third party's disclosure is in breach of any obligations to the disclosing party;
- (iii) has been developed by the receiving party completely independent of the delivery of Confidential Information hereunder; or (iv) has been approved for public release by written authorization of the disclosing party.

#### **4. CONFIDENTIALITY OF THIS AGREEMENT**

Each party agrees to maintain the confidentiality of the existence and terms of this Agreement, as well as the fact that the parties are considering a possible business arrangement (all of such information to be Confidential Information hereunder).

#### **5. REQUIRED LEGAL DISCLOSURE**

Notwithstanding clause 2 and 4, above, a recipient party may disclose Confidential Information or the existence of this Agreement to the extent required by any applicable law, regulation or court, provided however that the recipient party will notify the disclosing party promptly after becoming aware of its obligation to make such disclosure and will permit the disclosing party to seek to challenge, or limit, such required disclosure.

Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

#### **6. RETURN OF INFORMATION**

Upon the written request of either party or upon termination of this Agreement, the receiving party will return to the disclosing party all tangible expressions (including all copies) of Confidential Information of the disclosing party, and certify in writing as to any and all tangible expressions of Confidential Information that have been lost or destroyed.

#### **7. TERM AND SURVIVAL OF OBLIGATION**

This agreement will be in force for a period of 5 years from the date of signing of this agreement. However, the confidentiality obligations of both parties will extend beyond the term of this agreement.

#### **8. NO LICENSE GRANTED**

TECHNO BRAIN and ..... recognize and agree that nothing contained in this Agreement will be construed as granting any rights, by license or otherwise, to any Confidential Information, except as expressly set forth herein.

## 9. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement and any Dispute (as hereinafter defined) arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of England & Wales.

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the validity or interpretation or implementation of the present Agreement or any part or provision thereof or its interpretation.

In the event that an amicable resolution of the Dispute fails as provided in this clause, the Dispute shall be referred to and finally resolved by arbitration in accordance with the Rules of the London Court of International Arbitration (the LCIA Rules) which Rules and each Party hereto consents to such arbitration as the sole and exclusive method of resolving any such Dispute. The Dispute shall be referred to a sole arbitrator of good standing with at least ten (10) years of experience as an arbitrator and who shall be a national of a neutral country appointed through agreement by the Parties herein. The seat and venue of the arbitration shall be London, England and the language to be used in the arbitration shall be English. Should the parties fail to reach agreement on the sole arbitrator to be appointed, then the sole arbitrator shall be appointed by the LCIA in accordance with its Rules.

## 10. ADDRESSES FOR NOTICES

(i) For purposes of this Agreement the Parties respective addresses shall be:

**For Techno Brain Global FZ LLC**

**Attention: Legal Department  
TechnoBrain Global FZ LLC  
P.O. Box 40097, RAKEZ,  
Ras Al Khaimah, U.A.E  
Email: info@technobriangroup.com**

**For < Name of the Entity >**

**<to be completed>**

(ii) Any notice given by one Party to the other ("the Addressee") which:

(a) Is delivered by hand during the normal business hours of the Addressee at the Addressee's domicilium for the time being shall be deemed, to have been received by the Addressee at the time of delivery;

(b) If transmitted by facsimile to the facsimile number forming a part of the Addressee's domicilium, be deemed to have been received by the Addressee one Business Day after the date of dispatch.

(c) If sent by registered post, seven(7) business days from the date of posting.

## 11. Breach and Remedies

If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that the non-breaching party shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

**12. MISCELLANEOUS**

None of the Confidential Information, which is disclosed by the disclosing party, shall constitute any representation, warranty, assurance, guarantee or inducement by the disclosing party to the receiving party, including without limitation with respect to the infringement of trademarks, patents copyrights or any rights of privacy or any rights of any third party.

This Agreement sets forth the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreement, understanding and negotiations between the parties. All amendments or exceptions to this Agreement must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed the foregoing.

**TECHNO BRAIN GLOBAL FZ LLC**

**<Name of the Entity>**

**Signature**

**Signature**

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date**

**Date**