



**ROYAL ORBIT**  
HOLDING GROUP

**(NCNDA)**

**Non-Circumvention,  
Non-Disclosure  
& Confidentiality Agreement**

1. \_\_\_\_\_  2. \_\_\_\_\_ 

## -Privileged & Confidential-

### NON-DISCLOSURE, CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT

This Non-Disclosure, Confidentiality & Non-Circumvention Agreement (the "Agreement") is made and entered into on this **[Effective Date]** by and between:

1. **Party A (ROHG):**

Royal Orbit Holding Group ("ROHG"), represented by its duly authorized signatory, with registered address at 21st Floor, Bayview Tower, Marasi Drive, Business Bay, Dubai, United Arab Emirates, or any of its Affiliates, partners, employees, and directors.

2. **Party B (Counterparty):**

\_\_\_\_\_, holder of **Passport/ID No.** \_\_\_\_\_,

in **[his/her/its]** personal capacity and/or in **[his/her/its]** capacity as representative of

\_\_\_\_\_, incorporated in \_\_\_\_\_ with business

registration number \_\_\_\_\_, having registered address at

\_\_\_\_\_

together with its Affiliates, partners, employees, and directors.

ROHG and Party B shall hereinafter be referred to individually as a "Party" and collectively as the "Parties."

### PREAMBLES

WHEREAS, the Parties desire to explore potential collaborations, investment opportunities, joint ventures, partnerships, or other business arrangements (the "Purpose");

WHEREAS, in the course of such discussions, the Parties may disclose proprietary, confidential, or sensitive information (the "Confidential Information") to each other for the sole purpose of evaluating the Purpose;

WHEREAS, the Parties agree that such information shall be treated as strictly confidential, used solely for the Purpose, and not disclosed to third parties without prior written consent except as required by law;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

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## 1. Confidential Information

**1.1** In this Agreement, "Confidential Information" shall mean all information disclosed by the Disclosing Party, in oral, written, graphic or electronic form, including, but not limited to: (i) all products and/or services, specifications, and/or any and all records, data, ideas, methods, techniques, processes and projections, plans, marketing information, marketing materials, financial statements, memoranda,

Royal Orbit Holding Group ("ROHG"), represented by its duly authorized signatory in his capacity as a representative of Royal Orbit Holding Group, of 21st Floor, Bayview Tower, Marasi Drive, Business Bay, Dubai, UAE, or any entity in which it holds interest, its Affiliates, partners, employees, and directors. (the "First Party"); and analyses, notes, legal documents and other data and information (in whatever form), as well as client list, suppliers list, agents list, improvements, patents (whether pending or duly registered) and any copyrights, trade secrets, and know-how related thereto, as well as any information learned by the Receiving Party through the inspection of the Disclosing Party's property, and any information that relates to the Disclosing Party's services and/or products, whether existing or planned, designs, business plans, customers, business opportunities, finances, research, development, know-how, personnel, or Second-party confidential information; and (ii) the terms of this Agreement and the details of cooperation or engagement between the Parties.

**1.2.** Confidential Information shall not include information which: (a) becomes part of the public domain, other than by reason of a breach hereof; (b) was known to the Receiving Party prior to its disclosure hereof, provided that immediately upon disclosure the Receiving Party brought this fact in writing to the attention of the Disclosing Party; or (c) was legally obtained by the Receiving Party from a Second party who is not subject to a duty of confidentiality with respect to the information, as can be demonstrated by reasonable evidence; (d) is independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party; or (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization. The Receiving Party shall have the burden of proof of establishing the exceptions set forth above. If only a portion of the Confidential Information falls under any of the above exceptions, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement. If Receiving Party is requested or required to disclose Confidential Information of Disclosing Party pursuant to a subpoena or an order of court or government agency, Receiving Party shall promptly notify the Disclosing Party, and cooperate with the Disclosing Party's efforts to resist or narrow the request and/or order; provided that if the disclosure cannot be avoided, Receiving Party shall make such disclosure only to the minimum extent required, only after receiving written consent from the Disclosing Party, and only to the extent required by the subpoena.

## 2. Ownership of Confidential Information

All Confidential Information remains the sole property of the Disclosing Party.

## 3. Use & Restrictions

Maintain strict confidentiality.

Share only with authorized representatives who have a need to know.

Use only for the Purpose.

## 4. Non-Disclosure & Non-Circumvention

The Parties agree not to:

Disclose confidential information to third parties without written consent.

Circumvent or bypass each other in dealings with introduced banks, clients, principals, brokers, investors, or partners for a period of five (5) years from the Effective Date.

## 5. No License.

The disclosure to Receiving Party of Confidential Information or its use hereunder is not and shall not be construed in any way as granting Receiving Party any right or license with respect to the

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Confidential Information, or to any part thereof, other than the right to use the Confidential Information strictly in accordance with the terms of this Agreement.

## **6. No Representations and Warranties.**

Disclosing Party makes no representations and provides no warranties with respect to Confidential Information, express or implied. CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT IS PROVIDED TO RECEIVING PARTY "AS IS".

## **7. Injunctive Relief.**

Receiving Party understands that violation of this Agreement may cause irreparable harm to the Disclosing Party, the remedy at law for which may be inadequate. Consequently, in the event of breach of this Agreement, Disclosing Party shall be entitled to seek injunctive relief in addition to other remedies and relief that would be available without the necessity of proving actual damages.

## **8. Limited Relationship.**

**8.1.** This Agreement does not and is not intended in any way to establish any joint venture, partnership, employment or similar arrangement between the Parties.

**8.2.** It is clearly understood and agreed upon that if the Parties are acting strictly as independent contractors, agents, consultants and/or facilitators and shall have no liability whatsoever towards principals of any contemplated transaction ("Principals") on account of default under the transaction contract between the principals. Parties, whether acting as independent contractors, agents, consultants, mandates and/or intermediaries or their officers, partners, directors and employees shall not be liable under any theory of contract, strict liability, negligence, misrepresentation or other legal equitable theory for any loss of damage of any nature incurred by Principals in the performance of the herein contemplated or transaction contract(s). Parties, whether acting as independent contractors, agents, consultants, mandates and/or intermediaries or their officers, partners, directors and employees shall not be liable to Principals for any special, incidental or consequential (indirect) or contingent damage such as but not limited to loss of profit, loss of opportunity, or loss of business.

## **9. Entire Agreement.**

This Agreement constitutes the entire understanding between the Parties in relation to its subject matter and it replaces all prior agreements, undertakings, arrangements, understandings or statements of any nature made by the Parties or any of them, whether orally or in writing (and, if in writing, whether or not in draft form) with respect to such subject matter.

This Agreement may not be modified except by written instrument signed by a duly authorized representative of each Party hereto.

## **10. Term and Survival.**

This Agreement shall enter into force on the Effective Date and shall remain in effect for a period of five (5) years unless earlier terminated by either Party upon thirty (30) days prior written notice; provided, however, that the Receiving Party's obligation to protect Confidential Information under this Agreement shall survive termination in perpetuity.

## **11. Return of Confidential Information.**

Forthwith upon the expiration or termination of this Agreement or upon Disclosing Party's first written request, Receiving Party shall return to Disclosing Party all Confidential Information, including any copies thereof in the possession of Receiving Party, and all materials (in any medium whatsoever), which contain or embody Confidential Information, and shall cease to make any further use of Confidential Information, and destroy any copies, and or other material in the Receiving Party's possession.

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## 12. No Waivers.

The failure of either party to enforce any provision of this Agreement shall not be deemed as a waiver of that provision or any other provision contained herein. Any waiver must be in writing and signed by the party granting the waiver.

## 13. Notices.

All notices shall be given by one Party to the other in writing and shall be presumed given and made to the other Party (i) if served personally - at the time it is served; (ii) if sent by email/ WhatsApp/Telegram twenty-four (24) hours after it is sent.

## 14. Governing Law and Jurisdiction.

THIS AGREEMENT AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE UNITED ARAB EMIRATES WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

## 15. Settlement of Dispute:

Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach thereof shall be settled in accordance with ICC Arbitration Rules or referred to arbitration in the UK before a panel of three arbitrators, one to be appointed by each party and one by the two arbitrators so appointed. For the avoidance of doubt this will not prevent either party from taking proceeding in any other jurisdiction to obtain security or ancillary relief or to enforce any order or award.

## 16. Severability.

If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

## 17. Assignment.

Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

## 18. Compensation and Fee Protection

It is clearly understood that the Parties or the Parties' Affiliate are entitled to receive compensation, commission, remuneration or fees howsoever named (hereinafter "Fees") for services rendered or compensation for engagement in projects. The Parties hereto recognize this right and commit to honoring it by way of executing a separate Irrevocable Fee Protection or Service Agreement naming the entitled Parties as beneficiaries. Such Fees shall become due and payable upon the successful conclusion of any contemplated transaction evidenced by the exchange of considerations between/ among the Principals as the transacting parties, if it occurs including any rollover, addition, renewal, parallel contract and/or extensions.

## 19. Non-Circumvention.

**19.1.** The Parties intending to be legally bound, hereby irrevocably agree, and guarantee each other they shall not, directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate each other's interest, or the interest or relationship between the Parties with banks, Principals, consultants, brokers, dealers, owners to change, increase, or avoid directly or indirectly payment of established, or to be established Fees, commissions, or continuance of pre-established relationship or intervene in uncontracted relationship with banks or project principals with intermediaries, entrepreneurs, legal counsel, or initiate relationships, or transactional relationships that by-pass one of the Parties with any corporation, banks, partnership, entity, Joint Venture, or

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individual revealed or introduced by one of the Parties to another in a live meeting or written manner in connection with any ongoing or future transactions relating to the Purpose or any alteration, modification, extension, or parallel contract for a period of five (5) years from the date of the execution of this Agreement.

**19.2.** In the event of violation of this Agreement by any Party, directly or indirectly, the circumvented Party or Parties shall be entitled to a legal monetary remedy equal to the maximum revenue it should realize from such a Transaction plus any and all expenses including but not limited to all legal costs and expenses incurred to recover the lost revenue. Parties acknowledge that any attempt to bypass, circumvent the other or initiate any contact with a party introduced by the other Party in a manner inconsistent with this Agreement will cause the circumvented Party irreparable damage, and that the circumvented Party shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized contact.

**SIGNATORIES**

**For**

**For**

**1. Royal Orbit Holding Group  
(ROHG)**

**2. [\_\_\_\_\_]**


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

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

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

Passport/ID: \_\_\_\_\_

Entity: \_\_\_\_\_


\_\_\_\_\_  
*Signature* 

Business Registry No: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

\_\_\_\_\_  
*Signature* 

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

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