

Non-Disclosure Agreement

THIS AGREEMENT is made at Dubai, UAE on this ____ day of _____ 20____
BY AND BETWEEN **Essar International FZE**, having its head office at RAKEZ BUSINESS ZONE,
PO Box 10055, Al Nakheel, Ras Al Khaimah, UAE

(Hereinafter referred to as the “**Disclosing Party**” which term shall, where the context so permits, be deemed to mean and include its successors-in-interest and assigns, of the First Part).

AND

Name:

Address:

Identification Number:

(hereinafter referred to as the “**Recipient**” which term shall, where the context so permits, be deemed to mean and include its successors-in-interest and assigns, of the Second Part).

Collectively referred to as the “**Parties**”. WHEREAS **the Parties**, for their mutual benefit and pursuant to a working relationship which has been or may be established, anticipate that **the Parties** may disclose or deliver to each other confidential information including, but not limited to, documents, components, parts, information, drawings, data, sketches, plans programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or behalf of by **the Parties**, in any jurisdiction, and any amendments or supplements thereto (collectively, “**Proprietary Information**”); and

WHEREAS, **the Parties** desire to assure that the confidentiality of any Proprietary Information is maintained;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, **the Parties** hereby agree as follows:

1. For a period of Twenty Four (24) months from the date hereof, the Parties shall hold in trust and confidence the Proprietary Information shared with each other, and not disclose to others or any third party service provider or use for Recipient's own benefit or for the benefit of another, any Proprietary Information which is disclosed to Recipient by **Essar International FZE** at any time between the date hereof and twelve (12) months thereafter. Recipient shall disclose Proprietary Information received under this Agreement to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information.
2. Title to all property received by Recipient from **Essar International FZE and vice versa**, including all Proprietary Information, shall remain at all times the sole property of **Essar International FZE**, and this Agreement shall not be construed to grant to Recipient any patents, licenses or similar rights to such property and Proprietary Information disclosed to Recipient hereunder.
3. The Parties shall, upon request, return to **the other Party** all documents, drawings and other tangible materials, including all Proprietary Information and all manifestation thereof, delivered to the other Party, and all copies and reproductions thereof.
4. The Parties further agree to the following terms and conditions:
 - i. If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.
 - ii. No delay or omission by either Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on

any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

iii. This Agreement shall be binding upon and will inure to the benefit of the Parties hereto and their respective successors and assigns.

iv. This Agreement is governed by and will be construed in accordance with the laws of the United Arab Emirates.

v. This Agreement is in addition to any prior written agreement between **the Parties** relating to the subject matter of this agreement; in the event of any disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control. This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by **the Parties**.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

(Recipient)

Name:

Signed _____

For and on behalf of Essar International FZE (UAEats)

Name: Mr. Essar Essa

Designation: Managing Director

Signed _____

