**THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is made on this \_\_\_day of \_\_\_ Month 2012**

**BETWEEN:**

1. **Flagship Projects FZ-LLC**, a company existing and registered in Dubai Media City, of P.O. Box 502279, Dubai, United Arab Emirates] (“**Flagship**”); and
2. **COMPANY NAME,** registered in COUNTRY, ADDRESS (“**COMPANY NAME**”)

collectively referred to as the “Parties” and individually as a “Party”.

**BACKGROUND**

(A) Flagship and COMPANY NAME are interested in entering into discussions in relation to a proposed business relationship (the “Proposal”).In order to ascertain the viability of the Proposal, the Parties will be providing one another with certain confidential information relating to each Party’s respective business.

(B) For the purposes of this Agreement, Confidential Information means any non-public, confidential or proprietary information disclosed, directly or indirectly, in writing, verbally or by any other means by or on behalf of one party (the “Disclosing Party”), specifically pertaining to the Proposal, to the other (the “Receiving Party”) including, without limitation, any information relating to the Disclosing Party’s operations, plans or intentions, trade secrets, market opportunities and business affairs.

1. In consideration of the Disclosing Party's introduction and disclosure of the Confidential Information to the Receiving Party, the Receiving Party gives the following agreement and undertakings.
2. **CONFIDENTIALITY** 
   1. The Receiving Party undertakes to keep confidential the Confidential Information, the Proposal, and the fact that investigations, discussions and negotiations are taking place concerning the Proposal, and to use the Confidential Information only for the performance of this Agreement or as permitted by the Disclosing Party.
   2. The Receiving Party agrees and undertakes that the Confidential Information shall be used only for the purposes set forth above and shall be kept strictly confidential by it.
   3. The Receiving Party shall limit the dissemination and access to the Confidential Information to those persons (including its personnel and advisors and/or personnel and advisors) or parties who need to know such information for the purpose of the Proposal, and who agree to be bound by the provisions and obligations of this Agreement, and the Receiving Party shall remain liable for any breach of such provisions by such persons. In the event that the Receiving Party wishes to approach any third party which may be involved or assist in relation to the Proposal, the Receiving Party shall first inform the Disclosing Party of their identity in writing and obtain the Disclosing Party's clearance to approach them.
3. **TERM AND TERMINATION**
   1. This Agreement takes effect on the date first written above and shall continue for a period of two (2) years from the Effective Date.
   2. Either Party shall retain the right to decide that the negotiations between them in relation to the Proposal are not proceeding satisfactorily and to terminate the working relationship. In such event, each of the Parties hereby undertake that, upon such termination, (i) they shall immediately return to the Disclosing Party all Confidential Information, and (ii) each of the Parties and all third parties introduced by either Party, and who may have access to any Confidential Information shall immediately terminate any contracts or discussions in relation to the Proposal.
4. **STANDARD OF CARE**
   1. The Receiving Party, together with its employees, must protect the Confidential Information and, in so doing, must use no less than the equivalent degree of care that they would apply to their own proprietary or secret information which shall in no case be less than a reasonable standard of care for the industry concerned.
   2. The Receiving Party’s internal systems must be such that the Confidential Information must be stored, disclosed and handled in such a way as to prevent unauthorised disclosure.
5. **COPYING**

The Receiving Party shall not copy, make nor disseminate any Confidential Information without the prior written consent of the Disclosing Party.Nor shall it allow any other person or entity (by way of legal proceedings or injunctive release if required by the Disclosing Party) to whom it has been permitted by the Disclosing Party to disclose any Confidential Information, to utilise, disseminate, copy, employ, exploit, adapt, modify or in any other manner whatsoever use the Confidential Information other than strictly for the purposes set out in this Agreement.

1. **INTELLECTUAL PROPERTY RIGHTS**

5.1 It is acknowledged by the Parties that the Disclosing Party now owns and will continue to own their respective intellectual property rights in or in relation to the Confidential information, including but not limited to all present and future copyright and all other rights in any form, whether in existence now or created in the future, everywhere in the world for the full period of copyright and any extensions and renewals as far as possible without limit in time.

5.2 No license to the Receiving Party to use any of the Disclosing Party’s trademarks, trade names, or logo under any trade secrets, patents or copyrights is granted or implied by disclosure of Confidential Information to the Receiving Party.

5.3 The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of any of the Confidential Information and the Disclosing Party will not be liable to the Receiving Party for any loss resulting from the use or reliance on the Confidential Information.

1. **MISCELLANEOUS**
   1. Nothing in this Agreement shall be deemed to constitute a partnership or any employment relationship between the Parties nor shall anything in this Agreement be deemed to constitute one Party the agent of the other for any purpose.
   2. No addition to, or modification of, any provision of this Agreement shall be binding on either Party unless made in writing and signed by duly authorised representatives of both Parties.
   3. No failure or delay by any of the Parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy. No waiver by any of the Parties of any breach of this Agreement shall be considered as a waiver of a preceding or subsequent breach. Each Party's rights and remedies are cumulative and are not exclusive of any rights or remedies provided by law.
   4. If a provision of this Agreement is held to be illegal or unenforceable, in whole or in part, under an enactment or rule of law, it shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected. If the provision is essential to the Agreement then the Parties shall attempt to substitute for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest extent possible the legal obligations of the invalid or unenforceable provision or the Disclosing Party may require the Receiving Party to enter into a new agreement on the same terms of the original Agreement, but subject to such amendments as the Disclosing Party may request in order to make the provision legal and enforceable.
   5. The Receiving Party shall fully indemnify and hold the Disclosing Party (and its directors, officers and shareholders) harmless from any and all claims, suits, actions or demands of whatever nature asserted against the Disclosing Party and against any and all liabilities, damages, costs and expenses of whatever nature incurred by the Disclosing Party including any claims, suits, actions or demands of whatever nature that arise out of or in connection with any breach by the Receiving Party of the obligations and representations and warranties mentioned under this Agreement.
   6. The Receiving Party recognizes that the Disclosing Party would not have an adequate remedy at law if the Receiving Party were to violate the covenants and agreements set forth herein and acknowledges that a breach of the covenants and agreements set forth herein would cause irreparable harm and damage to the Disclosing Party’s Business.  Accordingly, the Receiving Party agrees that the Disclosing Party shall be entitled to specific performance and injunctive relief as remedies for any such breach.
   7. The Receiving Party acknowledges that the restrictions set forth herein are fair and reasonable and are necessary in order to protect the Disclosing Party’s Business and the confidential nature of the Confidential Information.  The Receiving Party further acknowledges that the Confidential Information is unique to the Disclosing Party’s Business and would not be revealed to the Receiving Party were it not for its willingness to agree to the restrictions set forth herein.
   8. The provisions of clauses 1, 2, 3, 4 and 5, sub-clauses 6.5, 6.6, and this clause 6.8, shall survive the termination and/or expiry of this Agreement.

**7** **EXCLUSIONS**

7.1 It is understood that the obligations under this Agreement shall not apply to the Confidential Information or such of it which;

7.1.1 at the time of disclosure is within the public domain; or

7.1.2 after disclosure comes in to the public domain other than by reason of breach of any of the undertakings in this Agreement; or

7.1.3 is or becomes subject to a legal requirement to disclose the Confidential Information and the Receiving Party has no legal alternative but to comply with this legal requirement, provided that the Receiving Party either (i) gives the Disclosing Party reasonable notice prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains a written assurance from the competent judicial or governmental entity that it shall afford the Confidential Information the highest level of protection afforded under the applicable law or regulation.

**8 LAW AND JURISDICTION**

This Agreement shall be governed by the laws in force from time to time in the United Arab Emirates and the Parties submit to the non-exclusive jurisdiction of the Courts of Dubai.

**SIGNED** by

for and on behalf of **Flagship Projects FZ-LLC**

**SIGNED** by

for and on behalf of **COMPANY NAME**