



NON-DISCLOSURE AGREEMENT (NDA)

1. Parties

- (a) The entity or individual entering into NDA (**Supplier**); and
- (b) **Aldar Group**, comprising **Aldar Properties PJSC, Aldar Investment Properties LLC, Aldar Projects LLC, Aldar Development L.L.C – O.P.C, Aldar Estates Investment – Sole Proprietorship L.L.C, Aldar Education L.L.C, Aldar Hotels & Hospitality L.L.C, Provis Real Estate Management LLC, Khidmah LLC, and/or any Aldar Groups Affiliates** from time to time).

2. Definitions

- (a) **Affiliate** is a person who directly controls, is controlled by, or is under common control with, or is otherwise in the same group of entities as, a party to NDA.
- (b) **Authorised Receivers** are Receiver's Affiliates and Receivers and their Affiliates' officers, employees, members, representatives, professional advisors, agents, and subcontractors.
- (c) **Confidential Information** is information of whatever nature (including intellectual property rights) disclosed, in any form, by the Discloser or on the Discloser's behalf to the Receiver or Authorised Receiver(s) in connection with the Purpose, excluding information which is: (i) in the public domain not by breach of this NDA; (ii) known by the Receiver or Authorised Receivers at the time of disclosure; (iii) lawfully obtained by the Receiver or Authorised Receivers from a third party not by breach of confidence; and/or (iv) expressly indicated by the Discloser as not confidential.
- (d) **Discloser** is the party who provides and/or makes available Confidential Information to the Receiver.
- (e) **Governing Laws** are Abu Dhabi laws and UAE federal laws, as applied in Abu Dhabi.
- (f) **Purpose** is: (i) to register on the Aldar procurement portal; (ii) to engage in activities and/or discussions relating to one or more projects; (iii) to evaluate and determine whether to commence negotiations for a business transaction; (iv) to prepare and/or submit a proposal in relation to one or more projects; and/or (v) to govern the sharing of any Confidential Information between the Parties for any other purpose whatsoever.
- (g) **Receiver** is the party who receives Confidential Information from, and/or on behalf of, the Discloser.

3. Authorised Receivers

- (a) Any member of the Aldar Group may enter into this NDA for the benefit of its Affiliates.
- (b) The Receiver may share Confidential Information with Authorised Receivers, but only if they: (i) need to know it, and only use it, for the Purpose; and (ii) have agreed (prior to disclosure) to keep it confidential and secure it to the same extent as the Receiver.
- (c) The Receiver is liable for its breach of NDA and act or omission by any Authorised Receiver which would constitute a breach of NDA if it were a party to it.
- (d) The Receiver may disclose Confidential Information if required by Governing Laws but shall promptly notify the Discloser of the requirement (where able to do so). Details of such disclosure shall be agreed with Discloser, if allowed by Governing Laws.

4. Receiver's obligations

The Receiver shall:

- (a) only use Confidential Information for the Purpose;
- (b) not use Confidential Information in any way which amounts to market abuse under Governing Laws;
- (c) keep Confidential Information secure and confidential and only disclose it as allowed herein;
- (d) immediately notify the Discloser if it suspects or becomes aware of a breach of NDA and follow the Discloser's reasonable directions to mitigate the breach; and



- (e) if the Discloser requests, return, destroy, or erase (as applicable) all Confidential Information it holds, except that the Receiver may, subject to NDA's terms, retain copies of Confidential Information to comply with Governing Laws.

5. Term

The Receiver's obligations relating to Confidential Information starts on the date the Supplier accepts this NDA (or on the date the first Confidential Information is disclosed, if earlier) for a term of ten (10) years and two (2) years thereafter.

6. General

- (a) The Discloser retains its entire right, title, and interest in and to all Confidential Information. No disclosure shall be construed as a licence, assignment, or other transfer of Confidential Information.
- (b) This NDA supersedes all prior discussions and agreements and constitutes the entire agreement between the parties relating to its subject matter. This NDA does not oblige the Discloser to negotiate or conclude any other agreement with the Receiver. No unenforceable provisions herein will render this NDA invalid.
- (c) No party has relied on any statement or representation of any person in entering into this NDA. The Discloser does not represent or warrant the accuracy, reliability, or completeness of Confidential Information.
- (d) Amendment(s) to this NDA shall be in writing.
- (e) Neither party may assign or novate this NDA without the other's prior written consent.
- (f) It is not a waiver of a right under this NDA if a party fails to exercise it.
- (g) No one, other than the parties, has the right to enforce this NDA's terms.
- (h) Notices under this NDA shall be delivered in writing to such email addresses, as the parties may notify to each other in writing from time to time.
- (i) The Receiver and Authorised Receivers shall make no announcements relating to this NDA's subject matter or any Purpose without the Discloser's prior written consent or unless required by Governing Laws (in which case, details shall be agreed with the Discloser, if allowed by Governing Laws).
- (j) The Receiver warrants to always comply with anti-corruption Governing Laws when exercising its rights and performing its obligations herein. The Receiver will indemnify the Discloser against all claims, damages, losses, penalties, and costs resulting from a breach of this warranty.
- (k) Governing Laws apply to this NDA and its related issues.
- (l) Any dispute relating to this NDA shall be resolved, exclusively and irrevocably, by Abu Dhabi courts. The Discloser may seek an injunction or specific performance to enforce its rights under this NDA.