

## **NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT (NDA) – PARTNERS (Non-Brokers)**

This Non-Disclosure & Non-Circumvention Agreement (“Agreement”) is entered into on this date of signup on the OneX platform, by and between:

ONE X Real Estate L.L.C, a limited liability company incorporated under the laws of Dubai, United Arab Emirates, having its principal place of business at 3202, Aspin Commercial tower, Sheika zayed road, Dubai, UAE (hereinafter referred to as the “Company”);

AND

[Partner Name / Entity], a company/individual duly registered and having its place of business at [Address] (hereinafter referred to as the “Partner”).

The Company and the Partner shall hereinafter be individually referred to as a “Party” and collectively as the “Parties.”

### **1. Purpose**

The Parties intend to explore and/or maintain a potential business or commercial relationship. In connection with such relationship, the Company may disclose to the Partner certain confidential, proprietary, and commercially sensitive information, whether written, electronic, verbal, or otherwise. This Agreement governs the use, handling, and protection of such information and prevents circumvention of the Company’s business relationships.

### **2. Definition of Confidential Information**

For purposes of this Agreement, “Confidential Information” means any non-public, proprietary, or sensitive information disclosed by the Company to the Partner, including but not limited to:

- Business plans, strategies, financial models, forecasts, and structures of affiliates or subsidiaries;
- Pricing policies, commission structures, referral systems, and marketing methodologies;
- Investor, customer, supplier, or partner databases, contact lists, and broker networks;
- Technical data, training manuals, ONEX Academy materials, designs, processes, business know-how, and trade secrets;
- Agreements, memoranda, corporate resolutions, and internal communications;
- Any information that is expressly designated as “confidential” or which, under the circumstances, a reasonable person would understand to be confidential.

### **3. Obligations of the Partner**

The Partner undertakes the following obligations:

1. To maintain the strict confidentiality of all Confidential Information received;
2. To use Confidential Information solely for the purpose of evaluating or engaging in a business relationship with the Company, and for no other purpose;

3. Not to disclose Confidential Information to any third party without the prior written consent of the Company, except to employees, directors, or advisers who have a strict "need to know" and are bound by confidentiality obligations no less restrictive than those set forth herein;
4. To take all reasonable measures to safeguard Confidential Information, including at least the same degree of care it uses to protect its own confidential information, but in no event less than a commercially reasonable standard of care;
5. To immediately notify the Company of any unauthorized use or disclosure of Confidential Information and cooperate in every reasonable way to mitigate such breach.

#### 4. Non-Circumvention

The Partner expressly agrees that it shall not, directly or indirectly, contact, solicit, negotiate with, contract, or otherwise engage in any commercial dealings with any investors, customers, clients, suppliers, brokers, or affiliates of the Company that were introduced, disclosed, or made known to the Partner through the Company, without the prior written consent of the Company.

This restriction shall apply during the term of this Agreement and for a period of three (3) years following its expiration or termination.

Any attempt to circumvent this clause shall be deemed a material breach of this Agreement, entitling the Company to seek immediate injunctive relief, specific performance, and/or damages, including but not limited to the loss of anticipated business profits.

#### 5. Exclusions

Confidential Information shall not include information which:

- a) Is or becomes publicly available through no breach of this Agreement by the Partner;
- b) Was lawfully known to the Partner prior to disclosure, as evidenced by written records;
- c) Is independently developed by the Partner without reference to or use of the Confidential Information;
- d) Is lawfully obtained from a third party without restriction and without breach of confidentiality obligations.

#### 6. Term

This Agreement shall commence on the Effective Date and shall remain in force for a period of two (2) years unless terminated earlier by mutual written agreement of the Parties. The obligations relating to confidentiality and non-disclosure shall survive termination or expiration of this Agreement for a period of five (5) years thereafter. The obligations of non-circumvention shall survive for three (3) years following termination.

#### 7. Return or Destruction of Information

Upon written request by the Company or upon termination of discussions, the Partner shall promptly return or permanently destroy all Confidential Information, including copies, notes, analyses, or other derivatives.

Notwithstanding the foregoing, the Partner may retain one archival copy solely for the purpose of compliance with applicable laws or internal record-keeping.

#### 8. Remedies and Injunctive Relief

The Partner acknowledges that any unauthorized disclosure, use, or circumvention of Confidential Information may cause irreparable harm to the Company for which monetary damages may not be an adequate remedy. Accordingly, the Company shall be entitled to seek injunctive relief, specific performance, and equitable remedies, in addition to any other remedies available at law or equity, without the necessity of posting a bond or proving actual damages.

#### 9. Indemnity

The Partner agrees to indemnify, defend, and hold harmless the Company, its affiliates, shareholders, directors, officers, and employees from and against any claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to any breach of this Agreement by the Partner or its representatives.

#### 10. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Dubai, United Arab Emirates.

Any dispute arising out of or in connection with this Agreement shall first be resolved amicably through good faith negotiations. If unresolved within thirty (30) days, the dispute shall be referred to and finally settled by the Dubai Courts, which shall have exclusive jurisdiction.

#### 11. Severability

If any provision of this Agreement is found invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

#### 12. No License or Partnership

Nothing in this Agreement shall be construed as granting the Partner any rights, by license or otherwise, to use the Confidential Information, trademarks, copyrights, or intellectual property of the Company. Furthermore, this Agreement does not create a joint venture, partnership, or agency relationship between the Parties.

### 13. Entire Agreement and Amendments

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior written or oral agreements. No amendment or modification shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

Signed and Agreed

For ONEX Real Estate L.L.C:

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

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

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

For [Partner]:

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

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

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