

NON-DISCLOSURE, NON-CIRCUMVENTION, AND INDEMNITY AGREEMENT (BROKERS)

This Non-Disclosure, Non-Circumvention, and Indemnity 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 duly incorporated under the laws of the Emirate of Dubai, United Arab Emirates, holding Trade License No. 1548846, with its registered office at 3202, Aspin Commercial tower, Sheika zayed road, Dubai, UAE ((hereinafter referred to as the "Company");

and

[Broker Name], holder of Passport/Emirates ID No. _____, residing at [Address] (hereinafter referred to as the "Broker").

The Company and the Broker shall hereinafter be collectively referred to as the "Parties" and individually as a "Party."

1. Purpose

The Company agrees to provide the Broker with access to certain confidential information solely for the purpose of enabling the Broker to market, sell, or refer projects developed, managed, or promoted by the Company. The Broker acknowledges that such access is granted in strict reliance on the Broker's agreement to maintain confidentiality, refrain from circumvention, and comply with the obligations contained herein.

2. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall mean any and all non-public, proprietary, and commercially sensitive information disclosed by the Company to the Broker in any form, whether oral, written, electronic, visual, or otherwise, including but not limited to:

- a) Details of property listings, master plans, brochures, project details, architectural designs, construction updates, pricing, offers, discounts, and payment structures;
- b) Client, investor, and lead databases, including personal data, financial details, transaction histories, and preferences;
- c) Commission structures, referral arrangements, commercial strategies, and financial models;
- d) Business plans, operating procedures, affiliate/referral networks, training materials, and digital platforms;
- e) Legal agreements, draft contracts, memoranda of understanding, or communications with clients, developers, investors, or government authorities;
- f) Any data or information that is not generally known to the public and that, if disclosed, would cause harm to the Company's commercial, financial, or competitive interests.

Confidential Information includes all copies, summaries, reproductions, and derivatives of such information.

3. Obligations of the Broker

The Broker agrees and undertakes as follows:

- a) To hold all Confidential Information in the strictest confidence and not disclose it to any third party, competitor, or unauthorized person without prior written approval of the Company;
- b) To use Confidential Information solely for the purpose of performing authorized services for the Company and for no other purpose;
- c) Not to solicit, approach, or attempt to divert any clients, investors, or leads introduced by the Company during the term of engagement and for two (2) years thereafter;
- d) To take all reasonable measures to protect Confidential Information from unauthorized access, disclosure, or misuse, including ensuring confidentiality obligations are imposed on employees, agents, or sub-brokers;
- e) To immediately notify the Company of any unauthorized disclosure, suspected misuse, or breach of this Agreement.

4. Non-Circumvention

The Broker expressly agrees that:

- a) The Broker shall not, directly or indirectly, circumvent, bypass, or attempt to establish any business, transaction, or contractual relationship with any clients, investors, developers, sub-agents, or third parties introduced or disclosed by the Company, without the Company's prior written consent;
- b) All communications, negotiations, and transactions with such introduced parties shall be conducted exclusively through the Company;
- c) If the Broker circumvents the Company and enters into any arrangement, the Company shall be entitled to claim all lost profits, commissions, and damages arising from such breach, in addition to liquidated damages as provided herein;
- d) This obligation shall survive the termination of the Broker's engagement for a period of two (2) years.

5. Exclusions

Confidential Information shall not include information which the Broker can prove with documentary evidence:

- a) Is or becomes publicly available through no breach of this Agreement;
- b) Was rightfully in the Broker's possession prior to disclosure by the Company;
- c) Is independently developed by the Broker without reliance on the Company's Confidential Information;
- d) Is lawfully obtained from a third party with the right to disclose it without restriction.

6. Term

This Agreement shall be effective as of the date first written above and shall continue for the duration of the Broker's engagement with the Company and for two (2) years following its termination, irrespective of the cause. The obligations of confidentiality, non-circumvention, indemnity, and non-solicitation shall survive expiration or termination.

7. Remedies, Penalties, and Liquidated Damages

The Broker acknowledges that breach of this Agreement may cause immediate, irreparable, and substantial harm to the Company. Accordingly, the Company shall be entitled to:

- a) Terminate the Broker's engagement with immediate effect;
- b) Withhold any unpaid or pending commissions or entitlements;
- c) Obtain injunctive relief from the competent Dubai courts to restrain any breach or threatened breach;
- d) Claim damages, including consequential and reputational damages, under applicable UAE laws (UAE Civil Code – Federal Law No. 5 of 1985 and UAE Commercial Transactions Law – Federal Law No. 18 of 1993);
- e) Recover liquidated damages in the amount of AED 100,000 (One Hundred Thousand Dirhams) for each material breach of this Agreement, without prejudice to the Company's right to claim additional actual damages.

8. Indemnity

The Broker shall fully indemnify, defend, and hold harmless the Company, its affiliates, shareholders, directors, officers, employees, and agents against any and all claims, demands, losses, damages, liabilities, penalties, costs, and expenses (including legal fees on a full indemnity basis) arising out of or in connection with:

- a) Any breach of this Agreement by the Broker;
- b) Any unauthorized disclosure, misuse, or negligence relating to Confidential Information;
- c) Any direct or indirect act of circumvention, solicitation, or diversion of clients, investors, or business opportunities;
- d) Any violation of applicable laws or regulations of the United Arab Emirates by the Broker;
- e) Any third-party claim brought against the Company as a result of the Broker's acts or omissions.

This indemnity shall be continuing and shall survive termination or expiry of this Agreement.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates. The Parties agree to submit exclusively to the jurisdiction of the competent courts of Dubai, United Arab Emirates.

10. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, the Parties shall first attempt to resolve the matter amicably through good-faith negotiations within fifteen (15) days of written notice. If unresolved, the dispute shall be submitted to the exclusive jurisdiction of the courts of Dubai, United Arab Emirates.

11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof. No amendment shall be valid unless executed in writing and signed by both Parties.

12. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder of the Agreement shall remain valid and enforceable to the fullest extent permitted by law.

13. Waiver

The failure of either Party to enforce any provision shall not be deemed a waiver of that or any other provision, nor shall it affect the enforceability of such provision at any later time.

Execution

For and on behalf of:

ONEX Real Estate L.L.C

Authorized Signatory: _____

Name:

Designation:

Date:

For and on behalf of:

[Broker Name]

Signature: _____

Name:

Date: