

## NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT

Date: December 25, 2025

This confidential Non-Circumvention Non-Disclosure Agreement ("**Agreement**") is entered into by and between

1. , a company incorporated under the laws of with commercial registration no. License No of Dubai, United Arab Emirates (hereinafter referred to as " Party name " which expression shall, where the context so requires, include its successors in title and permitted assigns);

and

1. **NOBLE FUTURE LAND INVESTMENT LLC**, a company established under the laws Dubai with commercial registration No. 563119, UAE (hereinafter referred to as "**NFLI**" which expression shall, where the context so requires, include its successors in title and permitted assigns);

In order to protect certain Confidential Information (defined below) which may be disclosed between them, Party name and **NFLI** agree as follows:

1. **Disclosing Party**. The discloser(s) of Confidential Information is:

Both parties.

2. **Representatives**. The parties' representative(s) responsible for disclosing or receiving Confidential Information are:

On behalf of Party name : Director, including but not limited to Mr./Ms

On behalf of NFLI, including but not limited to Mr. **Asif Ali**.

3. **Definitions**. "**Confidential Information**" means any confidential, commercial, financial, technical, operational, non-public or proprietary information, in whatever form, relating to and disclosed by a party (or customer, parent, affiliate, shareholder, director or officer, client, agent, employee, or Group Company or any advisers of such party) ("**Discloser**") howsoever disclosed to the other party ("**Recipient**") in relation to the Purpose or the business and affairs of the Discloser." **Group Company**" means, in respect of any party, its ultimate parent undertaking from time to time and any other undertaking under the direct or indirect control of that parent undertaking and "control" means the ability, by ownership of voting shares, contract or otherwise, to direct or cause the direction of the management of any such undertaking.

"**Purpose**" means the discussion, and potential negotiation and investment/financing and acquisition of companies or assets.

#### 4. **Disclosure Period and Term.**

This Agreement controls Confidential Information which is disclosed prior to and following the date of this Agreement. This Agreement Expiry date of contract expires after the date of this Agreement however a Recipient's duty to protect the Confidential Information disclosed under it shall continue for Expiry date of contract following the date of this Agreement. Upon termination of this Agreement or at the Discloser's request, Recipient shall cease use of the Disclosing party's Confidential Information and return or destroy it.

#### 5. **Use of Confidential Information.**

A Recipient shall use the Confidential Information only for the Purpose of .

#### 6. **Protection of Confidential Information.**

The Recipient shall not disclose the Confidential Information to a third party without the express written consent of the Discloser. The Recipient shall protect the Confidential Information by using the same degree of care, but no less than a prudent degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature.

#### 7. **Exclusions.**

This Agreement imposes no obligation upon the Recipient with respect to Confidential Information which: (a) was lawfully in the Recipient's possession before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; or (e) is required to be disclosed under operation of law.

#### 8. **Proprietary Rights and Use.**

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Party name does not acquire any intellectual property rights nor any other rights from NFLI under this Agreement and no right or license is granted in relation to NFLI Confidential Information.

#### 9. **Accuracy of Confidential Information.**

None of the Confidential Information has been subject to verification, and neither party accepts responsibility for or makes any representation, express or implied, or gives any warranty with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection with such Confidential Information; provided that this paragraph 8 does not exclude any liability for, or remedy for, fraudulent

misrepresentation, and each party, when acting as a Recipient, hereby undertakes to waive any liability of the Discloser in relation to the Recipient's use of, or reliance upon, any of the Discloser's Confidential Information.

10. **No Obligation to Proceed.**

Neither party has an obligation under this Agreement to further enter into any further negotiations, commercial agreement or otherwise acquire any service or item from the other party.

11. **Non-Circumvention:**

The Recipient of the Confidential Information agrees that it will not, directly or indirectly, interfere with, circumvent, or attempt to circumvent the interests of Discloser with respect to the Purpose.

12. **Assignment.**

Neither party shall assign any of its rights and obligations under this Agreement in whole or in part without the written consent of the other party.

13. **Entire Agreement**

This Agreement constitutes the entire understanding and agreement with respect to the Confidential Information and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral.

14. **Notices.**

All notices shall be given in writing to the relevant party at the address (or such other address previously notified to the other party). Any amendments to this NCNDA or Agreement will be enclosed with agreement as Addendum.

15. **General.**

The obligations under this Agreement are given by each party in favor of the other party and its Group Companies. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This Agreement may be executed in counterparts. Each counterpart will constitute an original but all counterparts together shall constitute one and the same instrument. This Agreement shall be governed by, construed and enforced in accordance with the laws of United Arab Emirates (UAE). The Parties hereby submit to the exclusive jurisdiction of the UAE Courts in relation to any disputes arising out of this Agreement. The Recipient agrees that any breach of this Agreement may result in irreparable harm to the Discloser(s) for which damages would be an inadequate remedy and therefore, in addition to its rights and

remedies otherwise available at law, the Discloser(s) shall be entitled to equitable or any interim relief, including injunction, specific performance, in the event of such breach.

**NOBLE FUTURE LAND INVESTMENT LLC**

**Mr. Asif Ali**

Chairman

Mr.

Authorized Signatory:

X \_\_\_\_\_

# Signature Certificate

Document name: NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT

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## Audit

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