



NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT

This **NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT** (hereinafter referred to as the "**AGREEMENT**") is made and entered into on this _____ by and between:

1. **AXX INVESTMENT**, a company duly organized and existing under the laws of **Dubai, UAE**, with its principal place of business located at Office #510, 5th Floor, Al Fattan Plaza, Al Garhoud, PO Box 237270, Dubai - UAE (hereinafter referred to as "**Party A**"); and
2. _____, a company duly organized and existing under the laws of **Dubai, UAE**, with its principal place of business located at _____ - **Dubai - UAE**. (hereinafter referred to as "**Party B**" or "**the Company**").

Collectively referred to as the "**Parties**" and individually as a "**Party**."

AXX INVESTMENT
GLOBAL FINANCIAL TROUBLESHOOTERS



RECITALS

WHEREAS, the **Disclosing Party** possesses certain **confidential information, business contacts, ideas, networks, and opportunities** related to its operations in the investment and finance sector;

WHEREAS, the **Receiving Party** wishes to receive such information for the purpose of securing the **Disclosing Party's** interests, business contacts, ideas, networks, and other proprietary assets;

WHEREAS, the parties intend to **protect the confidentiality** of such information and prevent **circumvention** of the **Disclosing Party's business relationships**;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definition of Confidential Information

For the purposes of this Agreement, "**Confidential Information**" includes, but is not limited to:

- **Business plans, financial data, and proprietary investment strategies;**
- **Client lists, investor contacts, and business networks;**
- **Potential transactions, deals, or investment opportunities;**
- **Any other non-public information disclosed by the Disclosing Party**, whether in oral, written, electronic, or other form, and either marked as confidential or reasonably understood to be confidential.



2. Non-Disclosure Obligations

The **Receiving Party** agrees to:

- **Keep the Confidential Information strictly confidential;**
 - **Use the Confidential Information solely for the Purpose stated above** and not for any other purpose without the **Disclosing Party's** prior written consent;
 - **Implement reasonable measures** to prevent unauthorized disclosure, such as securing documents and restricting access to authorized personnel only.
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3. Non-Circumvention Obligations

The **Receiving Party** shall not:

- **Use the Confidential Information to circumvent, bypass, or otherwise avoid the Disclosing Party** in any business dealings or opportunities;
 - **Directly or indirectly contact, negotiate with, or engage in business with any of the Disclosing Party's clients, contacts, or opportunities** disclosed under this Agreement without the **Disclosing Party's** express written permission;
 - **Solicit or interfere with the Disclosing Party's relationships** with its clients, contacts, or business partners.
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4. Exclusions from Confidential Information

Confidential Information **does not include** information that:

- (a) Becomes **publicly known** through no fault of the **Receiving Party**;
- (b) Was **lawfully in the Receiving Party's possession** prior to disclosure;
- (c) Is **received from a third party** without breach of confidentiality obligations;
- (d) Is **independently developed** by the **Receiving Party** without use of the **Confidential Information**;
- (e) Is **required to be disclosed by law**, provided the **Receiving Party** notifies the **Disclosing Party** promptly and cooperates to limit such disclosure.

5. Term of the Agreement

This Agreement shall remain in effect for **one (1) year** from the date of execution, unless terminated earlier by either party with **thirty (30) days' written notice**.

The **obligations of non-disclosure and non-circumvention** shall survive termination for **five (5) years**, except for **trade secrets**, which remain **protected indefinitely**.



6. Return or Destruction of Confidential Information

Upon **termination of this Agreement** or at the **Disclosing Party's** request, the **Receiving Party** shall:

- **Return all Confidential Information**, including all copies, to the **Disclosing Party**; or
 - **Destroy all Confidential Information** in its possession, including electronic files, and provide **written confirmation** of such destruction.
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7. Remedies for Breach

Any **breach** of this Agreement may cause **irreparable harm** to the **Disclosing Party**. In such cases, the **Disclosing Party** is entitled to:

- **Seek injunctive relief** to prevent further breaches;
 - **Pursue monetary damages** and other remedies available under applicable law.
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8. Governing Law and Jurisdiction

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

Any **disputes** arising under this Agreement shall be resolved in the **courts of Dubai, UAE**, or through **alternative dispute resolution** if agreed upon by the parties.



9. Miscellaneous Provisions

Entire Agreement

This Agreement represents the **full understanding** between the parties and supersedes **all prior agreements or understandings, written or oral.**

Amendments

Any changes to this Agreement **must be made in writing** and signed by **both parties.**

No Assignment

Neither party may **assign this Agreement** without the other party's **written consent.**

Severability

If **any provision** of this Agreement is deemed **invalid**, the **remaining provisions** shall remain enforceable.



IN WITNESS WHEREOF, the Parties hereto have executed this NON-CIRCUMVENTION
NON-DISCLOSURE AGREEMENT as of the date first written above.

For AXX INVESTMENT,

Signature: _____

Name: **S.M. ALI**

Title: **CHAIRMAN & FOUNDER**

Date: _____

For

Signature: _____

Name:

Title:

Date: _____

Office #510, 5th Floor, Al Fattan Plaza, Al Garhoud, PO Box 237270, Dubai - UAE

Email: info@axxinvestment.com / Website: www.axxinvestment.com