



CONFIDENTIALITY UNDERTAKING

To: Md Masrur Saqib

24th June 2021

Dear Md Masrur Saqib

I acknowledge that, in order for you to be briefed by me in connection with my proposed involvement with you, it is necessary for me to provide to you with certain Confidential Information (as defined in the Schedule below).

In consideration of me making available to you the Confidential Information, you hereby undertake to me as follows:

1. Use of the Confidential Information

- 1.1 You will only use the Confidential Information for the purposes of your role (if any) in the provision of services in connection with the Proposed Project, but for no other purpose.
- 1.2 You agree:
 - (a) to maintain the Confidential Information as secret and confidential and not to disclose or use the Confidential Information, directly or indirectly, except in accordance with this undertaking; and
 - (b) That the Confidential Information may not be used by you in any way which is or may be directly or indirectly detrimental to my, or my Affiliates' business interests.
- 1.3 You acknowledge that a relationship of confidence exists between us and that the Confidential Information is:
 - (a) my property and represents a valuable asset belonging to me.
 - (b) sufficiently developed and identifiable and has potential commercial attraction; and
 - (c) of such a nature and such substance as to be capable of being the subject of confidential communication.
- 1.4 You will keep the Confidential Information in a safe place and will protect it in the same way that you would protect your own proprietary information and know-how and in any event in accordance with best industry standards. Without prejudice to the generality of the foregoing, you agree to secure the confidentiality attaching to the Confidential Information and you shall:
 - (a) keep separate all Confidential Information from all your other documents and records;
 - (b) not use, reproduce or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of our usual place of business;
 - (d) make copies of the Confidential Information only with my prior written consent which may be withheld in my absolute discretion; and

- (e) Generally, use all reasonable endeavors to protect the Confidential Information.

2. Disclosure of the Confidential Information

- 2.1 You may only disclose the Confidential Information to your principals, directors, officers or employees who are directly involved in the Proposed Project and whose knowledge of the Confidential Information is essential for these purposes.
- 2.2 You shall take all reasonable action to stop the disclosure of any of the Confidential Information by any Person to whom you disclose any such Confidential Information. If you discover or become aware of any unauthorised disclosure of the Confidential Information, you will immediately notify me in writing and you will promptly take all possible action, including (where necessary) institution of legal proceedings, to prevent further disclosure. You will be directly responsible to me for any loss or damage caused by such unauthorised disclosure, or any other failure on your part to adhere to the terms of this undertaking.
- 2.3 The provisions of paragraphs 1.1 to 1.4 do not apply to Confidential Information:
 - (a) to the extent that the Confidential Information is or becomes generally available to the public other than by breach of this undertaking; or
 - (b) which you can show by your written or other records was in your possession prior to our contact with you or any of your Affiliates (or any of their respective directors, officers, employees, agents or advisers) regarding the Proposed Project or which had not previously been obtained from me or another Person on my behalf or any of my Affiliates under an obligation of confidence; or
 - (c) which you obtain from a third party source other than me or any of my Affiliates (or any of their respective directors, officers, employees, agents or advisers) who is lawfully in possession of such Confidential Information and has disclosed it without breaching any obligation of confidence.

3. Announcements

- 3.1 Unless paragraph 3.2 applies, you shall not disclose to any Person (except to those mentioned in paragraph 2.1) or announce any Confidential Information or the fact that you are or may be providing any, services in connection with the Proposed Project without my prior written consent.
- 3.2 Where you reasonably determine that a disclosure or announcement is required by law, or by a governmental authority or other authority with relevant powers, you shall provide me with immediate notice of such determination, so that I may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this undertaking. In the event that such a protective order is not obtained, or that the confidentiality obligations under this undertaking are waived to allow such disclosure to take place, the disclosure or announcement shall be made by you only after consultation with me and taking into account my reasonable requirements as to its timing, contents and manner of making or despatch (provided always that nothing herein shall oblige you to act illegally). In any event, you shall furnish only that part of the Confidential Information which is legally required and will use your best endeavours to obtain a reliable assurance that confidential treatment will be accorded to the Confidential Information so furnished.

4. Return of Confidential Information

Upon the cessation of the provision of any services in connection with the Proposed Project, or upon earlier request by me, you shall immediately return all copies and any analyses of any document and materials comprised in the Confidential Information supplied by me or any of my Affiliates (or any of their respective directors, officers, employees, agents or advisers), and shall not use or disclose to any Person any of the Confidential Information and shall use all reasonable efforts to prevent the disclosure of any Confidential Information by the Persons referred to in paragraph 2 above.

5. Communications and actions

- 5.1 All communications and questions regarding the Proposed Project shall be marked as "Strictly Private and Confidential" and shall be made by you only to me at the addresses (physical and electronic) provided above.

5.2 Save as provided in Clause 5.1 and other than in the ordinary course of business, neither you nor any of your Affiliates (or any of your or our Affiliates' principals, directors, employees, agents or advisers) shall be involved in any direct or indirect contact with any director, officer, manager, employee, agent, adviser, contractor, supplier or customer of ours or of any Affiliate of ours for any purpose.

6. General

6.1 You acknowledge that damages would not be an adequate remedy for a breach of the confidentiality obligations imposed in this undertaking and that I am entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of the provisions of this undertaking.

6.2 You further acknowledge that the failure on my part to exercise or delay in exercising a right or remedy provided by this undertaking or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies and that no single or partial exercise of a right or remedy provided by this undertaking or by law prevents further exercise of the right or remedy or the exercise of another right or remedy available to me.

6.3 Your obligations of confidentiality under this undertaking shall continue permanently and no variation or amendment to this undertaking shall be effective unless in writing signed by me and by your authorised representative(s).

6.4 You acknowledge and agree that neither the entry into this undertaking nor the participation by you in the Proposed Project demonstrates any commitment on my part or on the part of my Affiliates to proceed with the Proposed Project or to include you in the Proposed Project and confirm that I am entitled to proceed with the Proposed Project or any similar project.

6.5 The obligations set out in this undertaking may not be assigned in whole or in part without my prior consent in writing and this undertaking is binding upon and shall ensure for the benefit of your personal representatives and successors in title.

6.6 Notwithstanding that the whole or any part of any provision of this undertaking may prove to be illegal or unenforceable the other provisions of this undertaking and the remainder of the provision in question shall continue in full force and effect.

6.7 All written notices and other written communications to be served on or given to you or to me in connection with this undertaking shall be sent or delivered to that Person's address set out in this undertaking. Written notices and other written communications shall be treated as having been given upon actual receipt.

6.8 This undertaking shall be governed by and construed in accordance with UAE law and you agree to submit to the exclusive jurisdiction of the UAE courts.

**For and on behalf of
Futura Design Consultancy DWC-LLC**



Niall English

Managing Director

**For and on behalf of
The Supplier**



Md Masrur Saqib

SCHEDULE

In this undertaking:

"Affiliate" means, with respect to any Person, any Person directly controlling, controlled by or under common control with, such other Person at any time during the period for which the determination of affiliation is made;

"Confidential Information" means all information, data, documents or materials in respect of my business or affairs and/or the business or affairs of any of my Affiliates, whether in written, oral or electronic form, which I or any of my Affiliates (or any of their respective directors, officers, employees, agents or advisers) furnishes or otherwise discloses, directly or indirectly, to you or to any of your respective directors, officers, employees, agents or advisers, whether furnished or otherwise disclosed before, on or after the date of this undertaking, including (without limitation) any analyses, compilations, studies or other documents, records or data prepared by you or by any of our respective directors, officers, employees, agents or advisers which contain or otherwise reflect or are generally derived from such information, data, documents or materials, and including (for the avoidance of doubt) all proposals and information in respect of the Proposed Project (including, but not limited to, the existence, nature or purpose of the Proposed Project) which are discussed with or disclosed to you before, on or after the date of this undertaking;

"Control" (including the correlative meanings of the terms **"controlling"**, **"controlled by"** and **"under common control with"**) means in relation to any Person the power to direct the management or policies of that Person directly or indirectly through the ownership of voting securities, by contract or otherwise; and

"Person" means an individual, a corporation or body corporate, a partnership, an association, a trust or other entity or organisation and includes a reference to that Person's legal personal representatives, successors and permitted agents, affiliates or persons whom you assign.