**Non-Disclosure Agreement**

on this date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between

1. …………………….. (The receiving party or the disclosed party, as appropriate) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, REPRESENTED TO SIGN BY ……………………………
2. ………………………..(The receiving party or the disclosed party, as appropriate). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Located at ………………………………. \_represented to sign by ………………………
3. ………………………………..
4. Where the parties of this NDA wish to conduct a business’s agreement/s related to [............], the implementation of those actions requires the exchange of confidential information and related matters among the parties during negotiations, discussions, preparatory or preliminary work or during the implementation of the agreement Until the end of the mutual obligation and its aftermath, the parties have agreed under this agreement to protect their confidential information and maintain its confidentiality and not to leak or disclose it to any party outside the signatories to that NDA **Definition of Confidential Information**

The confidential information to be disclosed by Discloser under this Agreement (“Confidential Information”) can be described as and includes:

1. Technical and business information relating to Discloser’s proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.
2. Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.
3. **Use of Confidential Information**
4. Recipient shall use the Confidential Information only for the purpose of making the proposal to Discloser.

Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

1. This agreement will last for two years (.........) from the date of signature. The confidentiality clause applied to the confidential information applies during this period of the agreement and after its expiry for a period of (......) years.
2. Other than what is mentioned in this agreement, this agreement does not include what is interpreted as granting the right or license to any of the parties to that agreement to use the information of any of the other parties to any other businesses or activities away of the purposes of this NDA and the agreement
3. **No Binding Agreement for Transaction**
4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information if it (a) is or becomes a matter of public knowledge through no fault of Recipient; (b) is disclosed without a duty of confidentiality to a third party with the authorization of Discloser; or (c) is independently developed by Recipient.
5. Discloser warrants that he/she has the right to make the disclosures under this Agreement.
6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore, and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.
7. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
8. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party’s decision to use or rely on any information exchanged under this Agreement.
9. **Agreement Breach.**
10. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.
11. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the UAE, Abu Dhabi. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the Abu Dhabi Court, UAE.
12. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

**A. Disclosing Party**

Company Name:  **National Ambulance LLC**

Name : Sign:

Position : Date

**Stamp**

**B. Receiving Party**

Company Name:

Name : Sign:

Position : Date

**Stamp**