

Mutual Non-Disclosure and Non-Circumventing Agreement

Protecting sensitive information

Mutual Non-Disclosure and Non-Circumventing Agreement Date: 21 July 2020

Between parties:

Jamila Fawaz Interior Design, represented by, Bilal Youssef

and

Design Studio 71, represented by, Amjad Khan and Muhammad Khan

Purpose Of Disclosure

This NDA is a mutual agreement signed between two parties to share confidential information and to keep trade secrets private.

1. Each of the parties to this Agreement intends to disclose information (the Confidential Information) to the other party for the purpose of designing and executing construction and building work. The work may consist of all or any of the following:

- Design and Space planning
- Building
- Plastering
- Painting
- Electrical work
- Plumbing
- Kitchen and Bathroom fitting
- Furniture assembly

2. Each party to this Agreement is referred to as 'the Recipient' when it receives or uses the Confidential Information disclosed by the other party.

3. 'Confidential Information' means all data and information relating to the business and management of both parties, including but not limited to, the following:

a) 'Intellectual Property' which includes information relating to both parties' proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, 2D drawings, and 3D renderings.

b) 'Marketing and Development Information' which includes marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, future plans and potential strategies which have been or are being discussed, and any extra fees added on top of any of the parties' quotation before passing it to the customer.

4. In avoiding conflict of opportunities, It is understood and agreed that any business opportunity generated by one party and shared with the Recipient, is an opportunity belonging to the party that generated the opportunity and not to the Recipient. Accordingly, the Recipient cannot pursue the opportunity, directly or indirectly, without the written consent of the other party. Both parties shall not seek to by-pass, compete, avoid or circumvent the Disclosing Party in respect of any business opportunity that relates to the Purpose by utilising any Confidential Information or by otherwise exploiting or deriving benefit from the Confidential Information.

5. The Recipient undertakes to keep the Confidential Information disclosed by the other party secure and not to disclose it to any third party [except to its employees [and professional advisers] who need to know the same for the Purpose, who know they owe a duty of confidence to the other party and who are bound by obligations equivalent to those in this clause 5.

6. The undertakings in clause 5 above apply to all of the information disclosed by each of the parties to the other, regardless of the way or form in which it is disclosed or recorded but they do not apply to:

a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or

b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the other party.

c) any quotation or pricing given to the Recipient that is meant to be passed to a customer generated by the other party, along with its breakdown and project scope.

7. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.

8. The undertakings in clauses 3, 4, and 5 will continue in force on each shared or common project between the two parties from the date of this Agreement.

9. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Jamila Fawaz Interior Design, Bilal Youssef

Bilal Youssef

Design Studio 71, Amjad Khan and Muhammad Khan

Amjad Khan

Muhammad Khan

Both parties have agreed that their typed name is a digital representation of their signatures.