



Non-Disclosure Agreement

B S M
PROPERTIES

MOHAMED SHAWKY

COMMERCIAL PROPERTIES
& BUSINESS BROKERAGE

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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Confidential Document – With Rights Protection

On,, 2026, this contract was concluded between:

BUSINESS NAME:

PRICE:

The purchase price shall be subject to mutual agreement and negotiation. This is intended to be a legally binding document, this agreement shall be governed by and enforced in accordance with the laws of (Ajman – Sharjah – Dubai), UAE as applicable to contracts to be performed therein. For purpose of this Agreement, the term "BUYER" referred to:

The Buyer:

Introduction

means the undersigned potential buyer interested in the Transaction, bound by the provisions of this agreement and any information provided to Buyer, or otherwise learned by Buyer, concerning the Business, Seller or Transaction shall collectively be referred to herein as "Confidential Information". In consideration of Seller providing Confidential Information to Buyer, Buyer agrees to the following:

KEEP INFORMATION CONFIDENTIAL

Buyer acknowledges that any Confidential Information disclosed to others may be damaging to the Business and the Seller. Buyer understands that Confidential Information includes, without limitation: the fact that Business is for sale; financial details; identity of suppliers and customers; and any information not generally known by public. Buyer agrees not to disclose Confidential Information to anyone other than its/his/her advisors and affiliates who both (a) have a need to know the information in connection with the Transaction; and (b) have agreed by signing a copy of this agreement to be bound by the terms of this agreement.

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Buyer agrees that all copies of materials and data provided to Buyer (and any information derived from such information) shall also be "Confidential Information"; and all Confidential Information shall be returned to Seller if Buyer decides not to pursue the Transaction. Buyer shall be legally responsible for the actions and omissions of Buyer's advisors and affiliates.

Upon successful completion of the Transaction, Buyer agrees to pay **BSM PROPERTIES L.L.C** commission equal to 10% of the final purchase price.

DIRECT ALL CONTACT

Buyer shall not contact any other individual or entity associated with Seller or the Business including, without limitation, landlords, employees, suppliers or customers except upon the prior written consent of Seller. All correspondence, inquiries, and offers to purchase, and other documents relating to the Business or Transaction.

USE INFORMATION FOR EVALUATION PURPOSE ONLY

Without limiting the other restrictions in this agreement, Buyer agrees to use Confidential Information solely to internally evaluate the Business for the possible Transaction and not for any other purposes whatsoever.

ENFORCEMENT

Buyer acknowledges and agrees that any breach of any of its/his/her obligations hereunder will cause Seller and the Business irreparable harm for which Seller and the Business have no adequate remedy at law, and that Seller and the Business shall be entitled to injunctive and other equitable relief to prevent a breach or continued breach of this agreement, in addition to any other remedies Seller and Business may have at law or in equity, and that this agreement shall be specifically enforceable in accordance with its terms. Seller is beneficiary to this agreement and entitled to enforce this agreement.

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In any action or proceeding, whether or not resulting in litigation, between Buyer and Seller, including any litigation to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover, in addition to any damages or compensation received, its costs and expenses incurred in connection with such action or proceeding, including any reasonable attorneys' fees, expenses and court costs.

We, the undersigned, understand and agree that this agreement is legally binding upon us. We understand that Seller has the right to seek all lawful remedies to enforce the terms of this agreement. We acknowledge that we have read and understand the disclosures contained herein, any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of (Ajman – Sharjah – Dubai), UAE.

Seller's Consultant:

Allah is the Best of Witnesses

Signature of The Buyer

Consultant / Broker

B S M P R O P E R T I E S

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