

REFINA BRANDING LLC

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MUTUAL NON-DISCLOSURE AGREEMENT

Confidential & Legally Binding

PARTY A — REFINA BRANDING LLC

A company incorporated in the UAE, having its registered office at East Wing, Latifa Tower, Sheikh Zayed Road, Trade Center First, Dubai, United Arab Emirates.

Represented by:

Name: _____

Title: _____

PARTY B — CLIENT DETAILS

Full Legal Name: _____

Entity Type (Company / Individual — delete as applicable):

Country / Jurisdiction of Incorporation or Residence:

Registered Office / Address (Line 1):

Registered Office / Address (Line 2):

Represented by:

Name: _____

Title: _____

This Agreement is entered into as of _____ (the "**Effective Date**") between Party A and Party B (each a "**Party**", and collectively the "**Parties**").

Engagement / Project Reference: _____

RECITALS

WHEREAS, the Parties wish to explore, discuss, and potentially enter into a business relationship or engagement concerning brand strategy, identity, digital presence, customer experience, brand operations, and/or related services (the "Purpose"); and

WHEREAS, in connection with the Purpose, each Party may disclose to the other certain Confidential Information (as defined herein); and

WHEREAS, the Parties desire to protect such Confidential Information from unauthorised use or disclosure;

NOW, THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In this Agreement, the following terms shall have the meanings set out below:

1.1 "Confidential Information" means any and all information, data, materials, documents, trade secrets, know-how, technical information, business strategies, financial data, client lists, pricing structures, methodologies, creative concepts, brand strategies, intellectual property, personal data, and any other information of a confidential nature disclosed by or on behalf of the Disclosing Party to the Receiving Party, whether disclosed orally, in writing, electronically, visually, or by any other means, and whether or not marked as "confidential", "proprietary", or with a similar designation, where such information would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

1.2 "Disclosing Party" means the Party disclosing Confidential Information to the other Party.

1.3 "Receiving Party" means the Party receiving Confidential Information from the other Party.

1.4 "Purpose" means the evaluation, discussion, negotiation, and/or performance of a potential or actual business engagement or collaboration between the Parties, including but not limited to branding, strategy, creative, digital, and operational services.

1.5 "Representatives" means a Party's directors, officers, employees, advisors, consultants, and contractors who have a legitimate need to know the Confidential Information for the Purpose and who are bound by obligations of confidentiality no less restrictive than those set out in this Agreement.

1.6 "UAE Law" means the laws of the United Arab Emirates, including without limitation Federal Law No. 5 of 1985 (Civil Transactions Law), Federal Decree-Law No. 50 of 2022 (Commercial Transactions Law), Federal Decree-Law No. 45 of 2021 (Personal Data Protection Law), Federal Decree-Law No. 31 of 2021 (UAE Penal Code), Federal Law No. 31 of 2006 (on Industrial Regulation and Protection of Patents), and all applicable Dubai-specific regulations.

2. CONFIDENTIALITY OBLIGATIONS

Each Party, in its capacity as Receiving Party, undertakes and agrees:

2.1 To hold all Confidential Information received from the Disclosing Party in strict confidence and to take all reasonable and appropriate measures to protect such Confidential Information from unauthorised use or disclosure, applying at minimum the same degree of care it applies to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care.

2.2 Not to use any Confidential Information for any purpose other than the Purpose without the prior written consent of the Disclosing Party.

2.3 Not to disclose, reveal, transfer, publish, or otherwise make available any Confidential Information to any third party without the prior written consent of the Disclosing Party, except to the Receiving Party's Representatives strictly on a need-to-know basis and subject to Clause 2.4 below.

2.4 To ensure that all Representatives to whom Confidential Information is disclosed are informed of the confidential nature of the information and are bound by obligations of confidentiality at least as protective as those contained in this Agreement. Each Party shall remain liable for any breach of this Agreement by its Representatives.

2.5 Not to copy, reproduce, reverse engineer, decompile, disassemble, or derive any intellectual property from the Confidential Information except as strictly required for the Purpose.

2.6 To promptly notify the Disclosing Party in writing upon becoming aware of any actual or suspected unauthorised use, disclosure, or loss of any Confidential Information.

2.7 Notwithstanding Clauses 2.3 and 2.4, the Receiving Party may disclose Confidential Information to its professional advisers (including legal counsel, accountants, and auditors) to the extent necessary to obtain professional advice in connection with the Purpose, provided that: (a) such advisers are subject to professional duties of confidentiality under applicable law or professional conduct rules; (b) disclosure is limited to the minimum information reasonably necessary for the provision of such advice; and (c) the Receiving Party informs such advisers of the confidential nature of the information prior to disclosure. The Receiving Party shall remain liable for any breach of this Agreement by such advisers.

3. EXCLUSIONS FROM CONFIDENTIALITY

The obligations of confidentiality under this Agreement shall not apply to information that the Receiving Party can demonstrate by clear and convincing written evidence:

3.1 Is or becomes publicly available through no act or omission of the Receiving Party or its Representatives;

3.2 Was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party, free of any obligation of confidentiality;

3.3 Is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information;

3.4 Is lawfully received by the Receiving Party from a third party who is not under any obligation of confidentiality with respect to such information; or

3.5 Is required to be disclosed by applicable law, court order, regulatory authority, or legal process, subject to Clause 4 below.

4. LEGALLY COMPELLED DISCLOSURE

4.1 If the Receiving Party or any of its Representatives becomes legally compelled (by operation of law, court order, regulatory authority, government body, or any competent authority in the UAE or elsewhere) to disclose any Confidential Information, the Receiving Party shall, to the extent permitted by applicable law:

- Provide the Disclosing Party with prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate relief;
- Cooperate reasonably with the Disclosing Party in seeking such protective order or other remedy;
- Disclose only that portion of the Confidential Information which is strictly required to comply with such legal obligation; and

- Use reasonable efforts to obtain assurances that the disclosed Confidential Information will be treated as confidential by the receiving authority to the extent permissible.

4.2 For the avoidance of doubt, this Agreement does not and cannot restrict or limit the right of any competent legal authority, government body, regulator, or court in the UAE or any other jurisdiction to require disclosure of information pursuant to applicable law. Compliance with any such lawful order shall not constitute a breach of this Agreement.

4.3 The Receiving Party shall notify the Disclosing Party as soon as practicable after receipt of any legal request or order for Confidential Information, unless prohibited from doing so by law.

5. INTELLECTUAL PROPERTY

5.1 Nothing in this Agreement shall be construed as granting either Party any rights, licence, title, or interest in the other Party's Confidential Information, intellectual property, trade marks, trade secrets, or any other proprietary rights, whether by implication, estoppel, or otherwise.

5.2 All Confidential Information disclosed by a Party shall remain the sole and exclusive property of the Disclosing Party. No licence or right to use the Confidential Information is granted other than strictly as necessary for the Purpose.

5.3 Each Party acknowledges that Refina Branding LLC's methodologies, creative frameworks, strategic processes, templates, and brand systems constitute proprietary trade secrets and intellectual property, and shall be treated accordingly as Confidential Information. Party B similarly retains all proprietary rights in its own brand, business, and strategic information.

6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

6.1 Upon the earlier of: (a) the written request of the Disclosing Party; (b) the termination of the Purpose; or (c) the expiry or termination of this Agreement, the Receiving Party shall promptly, and in any event within fourteen (14) days:

- Return to the Disclosing Party all tangible materials containing Confidential Information; or
- Permanently and securely destroy or delete all Confidential Information (in all forms and media) and certify such destruction in writing to the Disclosing Party upon request.

6.2 Notwithstanding the foregoing, the Receiving Party may retain one archival copy of Confidential Information solely to the extent required by applicable law or internal compliance requirements, provided such retained information remains subject to the confidentiality obligations of this Agreement.

7. TERM AND DURATION

7.1 This Agreement shall come into force on the Effective Date and shall remain in full force for an initial period of three (3) years, unless terminated earlier by mutual written agreement of the Parties.

7.2 Notwithstanding the expiry or termination of this Agreement, the obligations of confidentiality with respect to Confidential Information that constitutes a trade secret shall survive indefinitely, and obligations with respect to all other Confidential Information shall survive for a further period of two (2) years following the date of expiry or termination.

7.3 Either Party may terminate this Agreement on thirty (30) days' written notice to the other Party, provided that any Confidential Information disclosed prior to termination shall continue to be subject to the obligations of this Agreement in accordance with Clause 7.2.

8. REMEDIES AND CONSEQUENCES OF BREACH

8.1 Each Party acknowledges that a breach or threatened breach of this Agreement may cause the Disclosing Party irreparable harm for which monetary damages alone would be an inadequate remedy. Accordingly, in the event of any such breach or threatened breach, the Disclosing Party shall be entitled to seek:

- Injunctive or other equitable relief from any competent court;
- An account of profits made by the Receiving Party as a result of the breach;
- Monetary damages representing all losses, costs, and expenses arising from the breach, including reasonable legal fees;
- Any other remedy available under UAE law or any applicable jurisdiction.

8.2 The Parties acknowledge that, in addition to civil remedies, disclosure of confidential information without authorisation may constitute a criminal offence under Article 432 of the UAE Penal Code (Federal Decree-Law No. 31 of 2021), which provides for imprisonment of not less than one year and/or a fine of not less than AED 20,000 for the disclosure of confidential information without authorisation.

8.3 The remedies set out in this Agreement are cumulative and not exclusive of any other remedies available at law or in equity.

9. PERSONAL DATA PROTECTION

9.1 Where Confidential Information contains personal data (as defined under Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data, the "PDPL"), each Party agrees to process such personal data:

- Only for the Purpose and to the extent strictly necessary;
- In accordance with the PDPL and all applicable data protection laws;
- With appropriate technical and organisational security measures in place;
- And not to transfer, sell, or otherwise process such personal data for any secondary purpose without the express written consent of the other Party.

9.2 Each Party shall promptly notify the other of any personal data breach affecting the other Party's personal data, and shall cooperate fully in any required regulatory notification or investigation.

10. NO OBLIGATION TO PROCEED

Nothing in this Agreement shall be construed to obligate either Party to enter into any further agreement, transaction, or business relationship. Either Party may discontinue discussions relating to the Purpose at any time and for any reason, without liability to the other Party, subject to the confidentiality obligations herein.

11. REPRESENTATIONS AND WARRANTIES

11.1 Each Party represents and warrants that:

- It has full legal capacity, authority, and power to execute and perform this Agreement;
- This Agreement constitutes a valid, legal, and binding obligation enforceable in accordance with its terms;
- The execution and performance of this Agreement does not and will not violate any applicable law, regulation, court order, or agreement to which it is a party; and
- Any Confidential Information it discloses does not infringe the intellectual property or confidentiality rights of any third party.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates, including without limitation Federal Law No. 5 of 1985 (Civil Transactions Law) and Federal Decree-Law No. 50 of 2022 (Commercial Transactions Law).

12.2 In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, the Parties shall first attempt to resolve the matter amicably through good faith negotiations for a period of not less than thirty (30) days following written notice of the dispute.

12.3 If the dispute is not resolved within such period, it shall be referred to and finally resolved by the Courts of Dubai, or by arbitration under the DIAC Arbitration Rules where the Parties have agreed to do so in writing.

12.4 The Parties agree that this Agreement satisfies the requirements of a valid and enforceable contract under Article 129 and related provisions of Federal Law No. 5 of 1985, including offer, acceptance, subject matter, and lawful purpose.

13. GENERAL PROVISIONS

13.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, understandings, or agreements, whether oral or written, relating to the confidentiality of information exchanged between the Parties for the Purpose.

13.2 Amendments. This Agreement may not be modified, amended, or supplemented except by a written instrument signed by authorised representatives of both Parties.

13.3 No Waiver. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof.

13.4 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions of this Agreement shall continue in full force and effect.

13.5 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, save that Refina Branding LLC may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its business assets.

13.6 Notices. All notices and communications under this Agreement shall be in writing and delivered by hand, courier, registered post, or email (with read receipt) to the addresses set out in the Parties section of this Agreement, or such other address as a Party may designate in writing.

13.7 Counterparts. This Agreement may be executed in counterparts, including by electronic signature using a recognised digital signature platform, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Electronic signatures shall be legally valid and binding to the same extent as wet-ink signatures under applicable UAE law and international electronic commerce principles.

13.8 Language. This Agreement is executed in the English language. In the event of any conflict between an English version and any translation hereof, the English version shall prevail, save where UAE law requires an Arabic version to take precedence, in which case the Arabic version shall govern for the purposes of enforcement before UAE courts.

13.9 Legal Advice. Each Party acknowledges that it has had the opportunity to obtain independent legal advice before executing this Agreement.

13.10 Relationship of Parties. Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, employment, or fiduciary relationship between the Parties.

14. NON-SOLICITATION AND NON-CIRCUMVENTION

14.1 Non-Solicitation. During the term of this Agreement and for a period of two (2) years following its expiry or termination, neither Party shall, directly or indirectly, solicit, recruit, induce, or attempt to hire any employee, contractor, consultant, or other personnel of the other Party who was introduced to or engaged with such Party in connection with the Purpose, without the prior written consent of the other Party. This clause shall not restrict general recruitment advertising not targeted at specific individuals.

14.2 Non-Circumvention. During the term of this Agreement and for a period of two (2) years following its expiry or termination, Party B shall not, directly or indirectly, contact, engage, solicit, or enter into any agreement or business relationship with any sub-contractor, vendor, creative partner, technology supplier, or other third party introduced or identified by Refina Branding LLC in connection with the Purpose, without the prior written consent of Refina Branding LLC. Any attempt to circumvent Refina Branding LLC and engage directly with such parties for substantially similar services shall constitute a material breach of this Agreement.

14.3 Remedies. The Parties acknowledge that a breach of Clauses 14.1 or 14.2 would cause irreparable harm not adequately compensable in damages, and that injunctive or other equitable relief shall be available in addition to any other remedies under Clause 8.

15. AI, TECHNOLOGY, AND PROPRIETARY SYSTEMS

15.1 Prohibition on AI Training. Neither Party shall use any Confidential Information disclosed by the other Party as training data, fine-tuning data, or input for any artificial intelligence model, machine learning system, large language model, or automated decision-making system, without the prior explicit written consent of the Disclosing Party. This prohibition applies regardless of whether the Confidential Information is used directly or in a processed, summarised, or derivative form.

15.2 AI Tool Disclosure. Where either Party intends to process the other Party's Confidential Information using a third-party artificial intelligence tool, platform, or service (including but not limited to generative AI, image generation, or automated analytics platforms), it shall notify the other Party in advance and obtain written consent. The Receiving Party shall ensure that any such third-party tool does not retain, store, or use the Confidential Information beyond the immediate processing task.

15.3 Proprietary Systems. Each Party acknowledges that the other Party's proprietary technology, workflow automation systems, prompt libraries, AI-assisted processes, software tools, and operational methodologies constitute Confidential Information and trade secrets under this Agreement, whether or not they are reduced to writing or marked as confidential. These shall be afforded the highest degree of protection under this Agreement and any applicable UAE law.

15.4 Cybercrime Compliance. The Parties acknowledge that unauthorised access to, disclosure of, or interference with digital Confidential Information may additionally constitute an offence under Federal Decree-Law No. 34 of 2021 on Combating Rumours and Cybercrime, and agree to maintain appropriate technical and organisational measures to prevent any such breach.

15.5 Express Acknowledgement of Trade Secrets. Party B expressly acknowledges and agrees that Refina Branding LLC's methodologies, systems, creative frameworks, workflow automation processes, and operational approaches, whether disclosed verbally, in writing, or applied in practice during the engagement, constitute proprietary trade secrets and valuable Confidential Information. Party B shall not, under any circumstances, reproduce, replicate, disclose, share, or transfer any such systems or methodologies to any competitor, third party, or affiliate of Party B without the express prior written consent of Refina Branding LLC. A breach of this clause shall constitute a material breach of this Agreement, entitling Refina Branding LLC to seek all remedies available under Clause 8 and applicable UAE law, including criminal prosecution under Article 432 of the UAE Penal Code.

16. PORTFOLIO AND CASE STUDY RIGHTS

16.1 Portfolio Consent. Refina Branding LLC shall not publicly reference, publish, or use Party B's name, brand, logo, or details of the engagement in any portfolio, credentials document, case study, pitch material, website, social media, or marketing communication without Party B's prior written consent. Such consent shall not be unreasonably withheld once the relevant engagement has been completed and any associated confidentiality period has elapsed.

16.2 Strategy and Process Protection. Notwithstanding any consent granted under Clause 16.1, Refina Branding LLC shall not disclose the specific strategic, creative, or operational details of any engagement in a manner that would reveal Party B's proprietary business information. Any approved portfolio reference shall be limited to a general description of the services provided and outcomes achieved.

17. RESIDUALS

17.1 Notwithstanding any other provision of this Agreement, either Party's personnel may retain and use Residual Knowledge in the unaided human memory of individuals who have had access to Confidential Information, provided such individuals have not intentionally memorised the Confidential Information for the purpose of retaining or using it after the Purpose has concluded. "Residual Knowledge" means general ideas, concepts, know-how, methodologies, and experience gained through exposure to Confidential Information that is retained in unaided memory without reference to any tangible record. This clause does not permit the deliberate reproduction, reconstruction, or reverse-engineering of specific Confidential Information, nor the use of notes, recordings, or copies to aid recall.

18. ACKNOWLEDGEMENT

Each Party acknowledges that it has carefully read and fully understood this Agreement, and agrees to be legally bound by its terms. The Parties confirm that this Agreement is fair, reasonable, and entered into freely and voluntarily.

EXECUTION — SIGNATURES OF BOTH PARTIES

IN WITNESS WHEREOF, the duly authorised representatives of the Parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date first written above.

FOR AND ON BEHALF OF REFINA BRANDING LLC (PARTY A)

Signature:

Full Name:

Title / Position:

Date:

Company Stamp (if applicable):

FOR AND ON BEHALF OF

Full Legal Name of Client / Company:

Signature:

Full Name:

Title / Position:

Date:

Company Stamp (if applicable):

SCHEDULE A — SCOPE OF CONFIDENTIAL INFORMATION (ILLUSTRATIVE, NON-EXHAUSTIVE)

For the purposes of this Agreement, Confidential Information includes but is not limited to the following categories, as applicable to each Party:

PARTY A (Refina Branding LLC) may disclose:

- Proprietary brand strategy frameworks, methodologies, and creative processes
- Agency pricing structures, commercial proposals, and project costings
- Client lists, referral sources, and agency relationships
- Internal project management systems and workflows
- Creative concepts, visual identity systems, and design assets in development
- Vendor relationships and subcontractor arrangements

PARTY B (Client) may disclose:

- Business plans, growth strategies, and market expansion intentions
- Financial data, revenue figures, valuation information, and funding details
- Existing brand architecture, customer data, and market positioning
- Acquisition targets, merger discussions, or partnership negotiations
- Personal data of staff, customers, and stakeholders
- Proprietary technology, systems, or operational processes
- Any other commercially sensitive business information shared during the engagement

SCHEDULE B — PURPOSE OF DISCLOSURE

The Confidential Information is disclosed solely for the following Purpose:

[Describe the specific purpose, e.g.: Evaluation of a potential brand strategy and identity engagement between Refina Branding LLC and [Client Name], including initial discovery discussions, proposal preparation, and any subsequent project work agreed between the Parties.]

The Parties agree that the Confidential Information shall not be used for any purpose beyond that set out above without prior written consent of the Disclosing Party.

Confirmed by both Parties:

Party A — Signature:

Party A — Full Name:

Party A — Date:

Party B — Signature:

Party B — Full Name:

Party B — Date:

SCHEDULE C — LEGAL FRAMEWORK REFERENCE

This Agreement is designed to comply with and shall be read in conjunction with the following principal UAE legal instruments:

Law / Instrument	Relevance
Federal Law No. 5 of 1985 (Civil Transactions Law)	Governs validity, enforceability, and interpretation of contracts in the UAE
Federal Decree-Law No. 50 of 2022 (Commercial Transactions Law)	Governs commercial obligations and remedies between businesses
Federal Decree-Law No. 31 of 2021, Art. 432 (UAE Penal Code)	Criminal offence to disclose confidential info — min. 1 yr imprisonment or AED 20,000 fine
Federal Law No. 31 of 2006 (Patents, Industrial Designs & Utility Models)	Protects trade secrets and proprietary information as intellectual property
Federal Decree-Law No. 45 of 2021 (PDPL)	UAE personal data protection law — governs any personal data within Confidential Information
Federal Decree-Law No. 34 of 2021 (Cybercrime)	Applies to digital/electronic breaches and unauthorised access to confidential data

END OF AGREEMENT

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