Mutual Non-Disclosure Agreement

Template · fill in, review with your own lawyer, sign and return to verify@vtcgw.com

This Agreement is made on _____ (the "Effective Date") between:
(1) **Vanguard Trade Capital Goods Wholesalers DWC-LLC**, Registration No. 13236, Licence No. 14282, Business Centre, Floor 3, Building A3, Business Park, Dubai South, Dubai, UAE ("Vanguard"); and
(2) _____, registered in _____ under No. _____, address _____ (the "Company").
Each a "Party". The Party sharing information is the "Discloser" and the Party receiving it is the "Recipient".

1. Purpose

The Parties share information to assess and carry out verification checks on commodity trade counterparties and documents (the "Purpose").

2. Confidential Information

Any information shared for the Purpose, in any form, including company names, counterparties, prices, quantities, documents, bank details and check results, whether or not marked confidential.

3. Obligations

The Recipient will (a) use Confidential Information only for the Purpose; (b) keep it confidential and protect it with at least reasonable care; (c) share it only with its employees and advisers who need it for the Purpose and are bound by confidentiality duties at least as strict as these.

4. Exclusions

These obligations do not apply to information that (a) is or becomes public other than through the Recipient; (b) the Recipient already lawfully had; (c) the Recipient receives lawfully from a third party without a duty of confidence; (d) the Recipient develops independently; or (e) must be disclosed by law or a competent authority, in which case the Recipient will, where allowed, tell the Discloser first.

5. Non-circumvention

Neither Party will use the other Party's Confidential Information to contact, deal with or bypass the other Party's buyers, sellers, banks or intermediaries, or to trade, broker or buy around any deal disclosed, without the other Party's prior written consent.

6. Return and deletion

On request, or when the Purpose ends, the Recipient will return or delete the Confidential Information, except copies it must keep by law.

7. No other rights

No licence, partnership or obligation to do business is created. Information is shared "as is".

8. Term

This Agreement applies from the Effective Date for two (2) years, and the confidentiality obligations last for three (3) years after its end.

9. Law and disputes

This Agreement is governed by the laws of the United Arab Emirates as applied in the Emirate of Dubai. Any dispute is settled by arbitration at the Dubai International Arbitration Centre (DIAC), seat Dubai, in English.

For Vanguard Trade Capital Goods Wholesalers DWC-LLC

Name: Pradeep Shukla
Title: Founder & CEO

Signature: _____

Date: _____

For the Company

Name: _____
Title: _____

Signature: _____

Date: _____