

## NON-CIRCUMVENTION, NON-DISCLOSURE AND FEE PROTECTION AGREEMENT (NCNDA / FPA)

### PARTIES

This Agreement is entered into by and between:

**PARTY A:** Almas Hospitality Lifestyle and Consulting FZC Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates License No.: 4421975.01 | Formation No.: 4421975 Represented by: Fabrizio Alfredo Marra Mentola, CSOO & Founder (hereinafter "Party A")

**PARTY B:** [FULL LEGAL NAME OF COMPANY] [REGISTERED ADDRESS] [COUNTRY OF INCORPORATION / REGISTRATION NUMBER] [REPRESENTED BY: NAME, TITLE] (hereinafter "Party B")

Party A and Party B are hereinafter referred to individually as a "Party" and collectively as the "Parties."

**1. PURPOSE** The Parties intend to explore a potential business relationship in connection with hospitality and real estate transactions (the "Purpose"). In furtherance of this Purpose, the Parties may disclose to each other certain Confidential Information as defined herein.

**2. DEFINITION OF CONFIDENTIAL INFORMATION** "Confidential Information" means any and all non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, in writing, electronically, or by any other means, including but not limited to: business plans, financial data, investment structures, asset details, client and investor identities, deal pipelines, fee arrangements, introductions, proprietary processes, and any information designated as confidential or that a reasonable person would consider confidential given the nature of the information and the circumstances of disclosure.

**3. NON-DISCLOSURE** Each Receiving Party agrees to: (a) hold all Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without prior written consent of the Disclosing Party; (c) use Confidential Information solely in connection with the Purpose; and (d) apply at least the same standard of care to protect the Confidential Information as it applies to its own confidential information of comparable sensitivity, but in no event less than reasonable care.

The obligations under this Section shall survive for a period of five (5) years from the date of this Agreement, or, if longer, for as long as the relevant information remains a trade secret under applicable law.

**4. NON-CIRCUMVENTION** The Parties irrevocably agree not to circumvent each other by directly or indirectly contacting, soliciting, or transacting with any owner, seller, buyer, investor, developer, lender, introducer, or other business contact introduced by the other Party (each, an "Introduced Party"), without the prior written consent of the introducing Party.

This non-circumvention obligation shall remain in full force and effect for a period of thirty-six (36) months from the date of this Agreement. It shall apply to each Introduced Party individually from the date of their introduction, and shall survive the expiration or termination of this Agreement.

**5. FEE PROTECTION — PRIVATE FEE PROTECTION AGREEMENT (FPA)** The Parties agree to operate under the following fee governance framework, hereinafter referred to as the "Private Fee Protection Agreement" or "FPA":

(a) Each Side Pays Their Own: Party A (Almas Hospitality Lifestyle and Consulting FZC) shall be solely responsible for collecting its commission, advisory fee, or success fee from the Seller / Vendor / Asset Owner side. Party B shall be solely responsible for collecting its commission, advisory fee, or success fee from the Buyer / Investor / Acquirer side.

(b) No Cross-Claims: Neither Party shall have any claim against the other Party's fee or commission, unless expressly agreed in a separate written fee-sharing addendum executed by both Parties for a specific transaction.

(c) Fee Protection: Both Parties acknowledge that the introduction of any Introduced Party constitutes a protected business relationship subject to the full non-circumvention provisions of Section 4. Any attempt to bypass the fee structure outlined herein shall constitute a material breach of this Agreement.

**6. EXCLUSIONS FROM CONFIDENTIALITY** The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was rightfully known to the Receiving Party prior to disclosure; (c) is independently developed by the Receiving Party without use of the Confidential Information; or (d) is required to be disclosed by applicable law, regulation, or court order, provided the Receiving Party gives prompt prior written notice to the Disclosing Party and cooperates in seeking a protective order.

**7. NO LICENSE OR PARTNERSHIP** Nothing in this Agreement shall be construed as granting any license, right, or interest in any Confidential Information, intellectual property, or business relationship of either Party. This Agreement does not create a partnership, joint venture, agency, or employment relationship between the Parties.

**8. GOVERNING LAW AND DISPUTE RESOLUTION** This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates as applied in the Emirate of Dubai. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the Rules of the International Chamber of Commerce (ICC), with the seat of arbitration in Dubai, UAE, and the proceedings conducted in the English language.

**9. ENTIRE AGREEMENT AND AMENDMENTS** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, representations, or agreements. Any amendment must be made in writing and signed by authorised representatives of both Parties.

**10. SEVERABILITY** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it enforceable.

## SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written below.

**For and on behalf of Party A (Almas Hospitality Lifestyle and Consulting FZC):**

Signature: \_\_\_\_\_ Name: Fabrizio Alfredo Marra Mentola  
Title: CSOO & Founder Registration No.: License No. 4421975.01 Address: Business  
Centre, Sharjah Publishing City Free Zone, Sharjah, UAE Date:

\_\_\_\_\_  
**For and on behalf of Party B:**

Signature: \_\_\_\_\_ Name: [NAME] Title: [TITLE] Company:  
[COMPANY NAME] Registration No.: [REGISTRATION NO.] Address: [ADDRESS] Date:

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**ANNEX A — IDENTIFICATION** *(To be completed separately and kept confidential)*

Party A authorised signatory identification documents are held on file and available upon request subject to applicable confidentiality obligations. Party B shall provide equivalent identification documentation prior to the execution of any transaction.

