

NeuroConfidential Client Engagement and Non-Disclosure Agreement

This Client Engagement and Non-Disclosure Agreement (the "Agreement") is entered into as of [Insert Date, e.g., August 13, 2025], by and between Ahmed Hisham El Nadi, operating as NeuroConfidential (the "Provider"), an individual residing in Dubai, United Arab Emirates, and [Client's Full Name or Entity Name, or Pseudonym for Initial Draft] (the "Client"), an individual or entity residing or incorporated at [Client's Address or Registered Address] (collectively, the "Parties," and each a "Party"). For the purposes of this Agreement, if the Client is an entity (e.g., a resort, hotel, elite club, family office, or corporation), the term "Client" shall include its authorized representatives, and the signing party represents they have full authority to bind the entity.

WHEREAS, the Provider offers a private emotional recalibration and offloading service ("NeuroConfidential Service") to ultra-high-net-worth individuals or entities, leveraging his unique neurological condition resulting from a 2013 carbon monoxide poisoning incident, which causes permanent short-term amnesia and severely impairs his ability to retain information unless repeated extensively (e.g., 20-30 times daily for weeks), rendering retention or disclosure of confidential details medically impossible without such repetition;

WHEREAS, the Client wishes to engage the Provider for the NeuroConfidential Service and has, prior to execution of this Agreement, independently validated the Provider's medical claims regarding his amnesia through methods of the Client's choosing (e.g., review of medical reports, consultations with independent neurologists, or other verification processes), acknowledging the medical necessity of this validation to confirm the inherent safeguards of the service;

WHEREAS, in the course of providing the NeuroConfidential Service, the Client may disclose confidential information to the Provider, and the Provider's amnesia serves as a natural mechanism that inherently prevents retention or recall of such information beyond the immediate session;

WHEREAS, the Provider may also disclose confidential information to the Client, including details of his neurological condition, medical history, and business operations;

WHEREAS, the Parties desire to protect their respective interests, including the Client's confidentiality and the Provider's privacy regarding his medical condition, while allowing limited private referrals and defining the scope, terms, and conditions of the NeuroConfidential Service;

WHEREAS, to accommodate the Client's preference for anonymity or incognito engagement, the Parties agree that pseudonyms or anonymous identifiers may be used in initial drafts or communications, but the final executed Agreement requires disclosure of the Client's real/legal name (or entity name and authorized representative) for enforceability under applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

Parties agree as follows:

1. Engagement and Scope of Services

(a) **Engagement:** The Client hereby engages the Provider to provide the NeuroConfidential Service on a retainer basis, and the Provider agrees to provide such services in accordance with the terms of this Agreement. Access is limited to annual spots to maintain exclusivity.

(b) **Description of Services:** The NeuroConfidential Service is a premium, exclusive emotional recalibration and therapeutic-offloading service, positioned as a memory-free confidant rather than traditional therapy. It leverages the Provider's verified permanent short-term amnesia to ensure no mental or digital traces of discussions unless explicitly requested by the Client. The process includes:

- **Client Speaks:** The Provider listens and contains information in the moment, jotting notes only on the Client's device or paper if requested.
- **Containment in the Moment:** No mental or digital trace is retained beyond the session due to the Provider's amnesia.
- **Erasure:** Details fade within minutes unless repeated extensively.

(c) **Session Formats:** Services may be provided in flexible formats as selected and customized by the Client, subject to the Provider's acceptance. Suggested options include:

- 60/90/120-minute Venting Sessions.
- 90/120-minute Deep Dive Sessions.
- 60/90/120-minute Walk & Talk Sessions.
- Full-Day Retreats. Clients may request combinations or extended durations (e.g., 180-minute venting + walk & talk), which the Provider will accommodate where feasible.

(d) **Booking and Intake:** Booking begins with a membership application submitted by the Client or their authorized representative (e.g., manager, agent, or advisor). An initial exploratory call (typically 20 minutes) may be scheduled via Google Meet (access-only link, no password required; only individuals with the link may join) to discuss interest and next steps. The Client themselves are not required to participate in this initial call. If interest is confirmed, subsequent calls or meetings will be arranged for service delivery, subject to mutual availability and execution of this Agreement.

(e) **Provider's Representations:** The Provider represents that he is not a licensed therapist but a private confidant, with services based on his verified medical condition (permanent hippocampal damage causing anterograde/retrograde amnesia, confirmed via MRI & QEEG scans over 2014 until 2024 and independent neurologists). The Provider will provide downloadable medical files (reports, scans) for Client verification.

(f) **Client's Responsibilities:** The Client must independently validate the Provider's medical claims prior to signing this Agreement. The Client agrees to use the Services solely for personal emotional offloading and not for illegal purposes. If the Client is an entity, it shall ensure all representatives are bound by this Agreement.

(g) **Provider's Responsibilities:** The Provider agrees to: (i) provide empathetic listening and emotional containment during sessions; (ii) offer optional strategic insights or enhancements (e.g., resilience coaching, fitness integration, or startup consultancy) upon Client request; (iii) maintain absolute discretion through his verified amnesia, ensuring no retention of Confidential Information; (iv) adhere to the agreed session formats and schedules; and (v) promptly notify the Client of any material changes affecting service delivery. The Client can expect professional, non-judgmental support focused on clarity and release, with full control over the process and any notes.

2. Fees and Payment

(a) **Retainer Fee:** The Client shall pay a retainer fee of [Amount to be determined per Schedule A] for access to the Services, payable in advance via [Insert Payment Method, e.g., bank transfer or encrypted payment gateway]. The retainer covers up to [Number to be determined per Schedule A] sessions per [period, e.g., month/year], with additional sessions billed at [Rate to be determined per Schedule A]. Currency shall be [Insert Currency, e.g., AED or USD], and billing cycles detailed in Schedule A.

(b) **Invoices and Payment Terms:** The Provider will invoice the Client [e.g., monthly]. Payments are due within [Insert Number, e.g., 15] days of invoice receipt. Late payments incur a [Insert Percentage, e.g., 1.5%] monthly interest fee.

(c) **Expenses:** The Client is responsible for any pre-approved expenses related to sessions (e.g., travel for retreats), reimbursed upon submission of receipts.

(d) **Refunds:** Retainer fees are non-refundable, except in cases of Provider's material breach.

3. Confidentiality and Non-Disclosure Obligations

(a) **Definition of Confidential Information:** "Confidential Information" means any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with the NeuroConfidential Service, whether orally, in writing, or otherwise, including but not limited to personal, financial, business, emotional, or strategic details. For the Client, this includes all matters discussed during sessions. For the Provider, this includes details of his neurological condition, amnesia, and personal background. Confidential Information does not include information that: (i) is or becomes publicly known through no fault of the Receiving Party; (ii) is rightfully received from a third party without breach of any obligation of confidentiality; or (iii) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

(b) **Mutual Obligations:**

- **Client's Obligations:** The Client agrees not to disclose, reproduce, or use any Confidential Information of the Provider for any purpose outside the NeuroConfidential Service. Specifically, the Client shall not publicly share, publish, or disseminate any information about the Provider's identity, neurological condition, amnesia, or the nature of the NeuroConfidential Service. However, the Client may privately refer the Provider's services to individuals known to the Client who may benefit from and afford such services, provided that any such referral is limited to private, one-to-one introductions and does not involve public disclosure or breach of this Agreement and maintains the discretion required for high-net-worth networks.
- **Provider's Obligations:** The Provider agrees not to disclose, reproduce, or use any Confidential Information of the Client. Due to the Provider's medically verified permanent short-term amnesia resulting from hippocampal damage caused by carbon monoxide poisoning, the Provider is inherently unable to retain or recall the Client's Confidential Information beyond the immediate session unless it is repeated extensively (e.g., 20-30 times per day for several weeks). This neurological limitation serves as a fundamental safeguard, rendering intentional disclosure impossible in practice. The Provider will not make any notes or records unless expressly requested by the Client in the moment, and any such notes will be immediately handed over to the Client for their sole possession and control.

(c) **Permitted Use and Disclosure:** Confidential Information may only be used for the purpose of facilitating the NeuroConfidential Service. The Receiving Party shall limit access to Confidential Information to those who have a need to know and who are bound by similar confidentiality obligations. Disclosure is permitted if required by law, court order, or regulatory authority, provided the Receiving Party gives prompt notice to the Disclosing Party to allow for protective measures.

(d) **Mutual Non-Disparagement:** Neither Party shall make any disparaging or derogatory statements about the other Party, whether publicly or privately, that could harm their reputation or interests.

(e) **Data Security:** The Provider will not store any digital traces unless requested. If notes are made at the Client's request, they will be encrypted and handed over immediately.

4. Necessity of Proof in Claims of Breach

Any claim or accusation of breach by the Provider, including alleged leakage or disclosure of the Client's Confidential Information, must be supported by clear and convincing evidence demonstrating intentional and deliberate disclosure. The Parties acknowledge that the Provider's permanent amnesia makes retention or accidental disclosure medically impossible without extensive repetition, as validated by the Client prior to this

Agreement. In the absence of such proof, any claim shall be deemed baseless and may result in counterclaims for defamation or breach of this Agreement by the Client.

5. Term and Termination

(a) **Term:** This Agreement shall commence on the date first above written and continue for [Insert Duration, e.g., one year], unless earlier terminated. Confidentiality obligations shall survive termination indefinitely or as long as the information remains confidential, unless prohibited by law.

(b) **Termination:** This Agreement may be terminated:

- By mutual written consent.
- By either Party upon [Insert Number, e.g., 30] days' written notice for convenience.
- Immediately by either Party for material breach (uncured within [Insert Number, e.g., 15] days of notice), including confidentiality violations.
- Upon the Provider's incapacity or the Client's failure to pay fees.

(c) **Post-Termination Obligations:** Upon termination, the Provider shall destroy or return any physical or digital copies of the Client's Confidential Information in his possession. The Client shall, at its discretion, return or destroy any Confidential Information of the Provider, though the Provider acknowledges that the Client may retain such information for its own records if not prohibited by law. The Provider shall confirm no retention due to amnesia.

6. Remedies for Breach

In the event of a breach or threatened breach, the non-breaching Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, without the need to post a bond. The breaching Party shall also be liable for any damages, including reasonable attorneys' fees. Remedies shall be pursued only upon demonstration of the necessity of proof as outlined in Section 4. Liquidated damages may apply for quantifiable breaches at [Amount to be determined], if deemed reasonable under UAE law.

7. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of Dubai, United Arab Emirates, without regard to conflict of laws principles. Any disputes arising under this Agreement shall be resolved exclusively through binding arbitration in Dubai, UAE, under the rules of the Dubai International Arbitration Centre (DIAC). The Parties consent to the jurisdiction of UAE courts for enforcement of arbitral awards.

8. Miscellaneous

(a) **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.

(b) **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law. The Parties agree to replace any invalid provision with a valid one that most closely approximates the intent and economic effect of the invalid provision.

(c) **Amendments:** Any amendments must be in writing and signed by both Parties.

(d) **No Waiver:** Failure to enforce any provision does not constitute a waiver.

(e) **Assignment:** Neither Party may assign this Agreement without the prior written consent of the other Party.

(f) **Force Majeure:** Neither Party shall be liable for delays caused by events beyond their control (e.g., acts of God, pandemics). In the event of force majeure affecting service delivery, prepaid sessions shall be credited or refunded at the Provider's discretion, prorated based on unfulfilled obligations.

(g) **Notices:** All notices shall be in writing and delivered via [Insert Method, e.g., email to

contact@neuroconfidential.protonmail.com or Signal: +971 XXX XXX XXX].

(h) **Counterparts and Electronic Signatures:** This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures are valid and binding.

(i) **Independent Contractor:** The Provider is an independent contractor; no partnership or employment relationship is created.

(j) **Non-Exclusivity:** This Agreement is non-exclusive. The Provider may engage with other clients or entities, provided such engagements do not breach confidentiality obligations hereunder.

Schedule A: Fees and Billing Details

(To be completed during onboarding)

- Retainer Fee: [Specify amount, currency, e.g., AED/USD].
- Covered Sessions: [Specify number per period].
- Additional Session Rate: [Specify rate, e.g., per hour or per session].
- Billing Cycle: [Specify, e.g., monthly/quarterly].

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

Provider:

Ahmed Hisham El Nadi

Signature: _____

Date: _____

Client:

[Client's Full Name/Entity Name or Authorized Representative]

Signature: _____

Date: _____

[Client's Address/Registered Address]

Glossary

- **Amnesia:** Permanent short-term memory impairment due to hippocampal damage, preventing retention without extreme repetition.
- **Hippocampal Damage:** Brain injury from carbon monoxide poisoning affecting memory consolidation.
- **Retainer Basis:** Prepaid access model for priority scheduling.

Disclaimer: This is a sample template; final agreement and pricing will be tailored and finalized during your private onboarding consultation.