

## NON-DISCLOSURE AGREEMENT

In consideration of obtaining certain information and documentation from Umm Al Qura for Development & Construction Company ("UAQ") regarding a potential business opportunity to perform work/services for UAQ and/or MASAR, Makkah, KSA (the "Project"),

\_\_\_\_\_ [name], of  
\_\_\_\_\_ [Company], organized and  
existing under the laws of \_\_\_\_\_, holder of Commercial  
Registration No. \_\_\_\_\_, P.O.  
Box: \_\_\_\_\_ [address]. (the "Confidant")

acknowledges and agrees to keep the contents of the information and documentation obtained in respect of this Project confidential by signing this Non-Disclosure Agreement (the "Agreement"), as follows:

### 1. Confidential Information

- 1.1 The material listed below is confidential information of UAQ and of UAQ's Associate(s):
- the invitation to tender and all associated tender documentation in connection with UAQ and the Project,
  - all information and documents relating to UAQ, UAQ's Associate(s) or to the Project
  - all information and documents relating to the way UAQ or UAQ's Associate(s) do business and/or data relating to the Project, which is reasonably regarded as of a confidential nature, including but not limited to any sensitive technical and commercial information;
  - the methods, procedures and systems of UAQ or of UAQ's Associate(s);
  - the ideas embodied in the material listed above which is confidential to UAQ or to UAQ's Associate(s); and
  - any information and documents related to the above which may be disclosed to the Confidant.

("Confidential Information")

For the purposes of this Agreement the term "UAQ's Associate(s)" includes (without limitation) UAQ's affiliated (subsidiary/holding) companies, UAQ's consultants and contractors and UAQ's legal, financial and other advisors.

- 1.2 The Confidant acknowledges that the Confidential Information disclosed by UAQ to the Confidant is secret, is of value and is confidential to UAQ or to UAQ's Associate(s).
- 1.3 The Confidant agrees that it will not disclose and will ensure that its employees, agents and representatives will not disclose, the Confidential Information or permit it to be disclosed to any third party, except with the prior written consent of UAQ. In the event that consent is given, any disclosure by the Confidant must be on the basis that the confidentiality of the Confidential Information is similarly respected by the party to whom it is disclosed in the same manner as provided in this Agreement. The terms of UAQ's consent may include an obligation to obtain execution by such party of an agreement on similar terms to this Agreement.
- 1.4 The Confidant agrees not to disclose the Confidential Information or any part of it, except where the Confidential Information or the part of it to be disclosed:

- at the time of its first disclosure to the Confidant, is already in the public domain, other than as a result of any act or omission of any of the Confidant or their respective employees, agents or representatives in violation of this Agreement;
- comes into the public domain, after disclosure to the Confidant, other than by disclosure in breach of the terms of this Agreement;
- was demonstrably in the Confidant's possession at the time of first disclosure to the Confidants by UAQ and was not acquired directly or indirectly from UAQ; or
- is required to be disclosed by law and the Confidant advises UAQ in writing of such disclosure.

### 2. Return of Confidential information

- 2.1 The Confidant must return all copies of the Confidential Information in whatever form it may be held by the Confidant upon written demand by UAQ.
- 2.2 The Confidant will not retain any originals, photocopies or abstracts of any document containing the Confidential Information or any part of such document. The Confidant may retain one copy, subject to the terms of this Agreement, of the Confidential Information as required for compliance with its internal legal purposes. The return of all documents will be at the Confidant's expense.

### 3. Breach

- 3.1 In the event of a breach of the terms of this Agreement by the Confidant, or by any of the Confidant's employees, agents or representatives, UAQ or UAQ's Associate(s) will be entitled to seek all appropriate remedies, including monetary damages and interim, interlocutory or permanent injunctions against the Confidants, and their respective directors, officers employees and agents

### 4. Obligations will survive

- 4.1 The obligations of the Confidant under this Agreement shall take effect from the date of execution of this Agreement and shall remain in force for a period of (5) years thereafter.

### 5. No warranties

- 5.1 Neither UAQ nor UAQ's Associate(s) make any representation or warranty in relation to the accuracy or completeness of the Confidential Information and the Confidant acknowledges that no such warranty is provided, unless they are set out in any subsequent written agreement between the parties.

### 6. Proper law and jurisdiction

- 6.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Kingdom of Saudi Arabia. The parties to this Agreement submit to the jurisdiction of the Courts of the Kingdom of Saudi Arabia. Any dispute, claim or demand arising out of this Agreement or anything done pursuant to or purportedly pursuant to this Agreement must be submitted for determination to such Courts.

Authorized signatory of the Confidant:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_