

This Non-Disclosure Agreement ("Agreement") is made and entered into effective as of this [DATE] by and between;

Kuwait Telecommunications Company (K.S.C.P) dba **stc**, incorporated and registered under the laws of the State of Kuwait with its registered office at Olympia Building – Salmiya, P.O. Box 181, Salmiya 22002, Kuwait (hereinafter referred to as "**stc**" or "First Party").

And

[Vendor Name] incorporated and registered under the laws of State of Kuwait with its registered office in [Vendor Address] ("Vendor" or "Second Party"),

Collectively referred to as "Parties" and individually a "Party".

In furtherance of a possible business relationship, First Party and Second Party desire to arrange for each to receive certain confidential and proprietary information of the other Party.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Confidential Information

For the purposes of this Agreement, "Confidential Information" shall mean information or material that is confidential and proprietary to the disclosing party ("Owner"). Confidential Information must be in writing and includes, but is not limited to, the following types of information and other information of a similar nature: documents (including and not limited to presentations, business plans, and other documents), software (in various stages of development), designs, drawings, specifications, models, source code, object code, documentation, diagrams, flow charts, marketing and development plans, business plans, financial information, customer lists, targeted investments, potential investors, and other similar information that is proprietary to and confidential information of the Owner, including information disclosed in writing whether electronically or through any other medium in writing.

2. Ownership and remedy on breach

All Confidential Information disclosed by Owner shall remain the property of Owner. Notwithstanding any provision of this Agreement, neither Party shall be obliged to provide or share any information which is subject to a confidentiality obligation with a third party unless such third party consents that they shall be bound by this non disclosure obligation as if they were parties hereto. First Party and Second Party agree that in the event of a breach or threatened breach of this Agreement by the other party and the remedy at law for any such breach of this Agreement shall be inadequate and that the other shall be entitled to injunctive relief in the event of such breach or threatened breach in addition to any other remedies it might have at law or in equity.

3. Use of Information

A. A receiving party ("Recipient") shall use the Confidential Information only for the purposes of evaluating Owner's products, services and any proposed business transaction for the purposes of entering into partnership or any future business relations. The Recipient shall not use the confidential information to circumvent the other party or to conduct business using the subject matter of the Confidential Information in any manner whatsoever. Following disclosure, Recipient shall keep confidential and not disclose the Confidential Information to any other person, firm, or corporation indefinitely. A Recipient shall be under no obligation if any Confidential Information: (i) is or becomes part of the public domain other than by breach of this Agreement by Recipient; (ii) is developed by Recipient independent of any Confidential Information; or (iii) is rightly and lawfully received by Recipient from a third party.

B. First Party and Second Party each agree to restrict circulation of Confidential Information in their respective organizations to those employees who need to know such Confidential Information in order to carry out the above-stated purposes and to give such employees instructions to hold in confidence all Confidential Information made available to them and to use the Confidential Information only for authorized purposes.

C. The Confidential Information received pursuant to this Agreement shall be one of the source which may be relied upon by the Recipient in order to take further commercial decisions on the business relation between the Parties and therefore either Party shall exercise reasonable care and caution regarding the correctness or completeness of Confidential Information before it is disclosed and it shall be sufficient, reliable, relevant and useful for the intended business purpose.

D. If **stc** Data is used or disclosed in any manner other than allowed by the contract such violation shall be immediately notified to **stc**. The Parties acknowledge that a violation of this clause 3 may cause irreparable harm to the disclosing Party, for which monetary damages would be inadequate and injunctive relief may be available for a breach of this clause.

4. Return of Information

All Confidential Information and copies thereof shall be returned to the Owner at Owner's request. At the Owner's option, Confidential Information, including all copies, may instead be destroyed by Recipient, provided Recipient certifies such destruction to Owner within five (5) days.

5. No Assignment and Publicity

Neither Party may assign this Agreement without the prior written consent of the other Party. Neither Party shall use the name, trademark or any information in any press release or media without having the written consent of the other party.

6. Severability

If any provision of this Agreement shall be held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in this Agreement.

7. No License

Nothing herein shall be construed as a grant by an Owner of any license, directly or by implication, estoppel or otherwise, in any Confidential Information.

8. Governing Law

This Agreement shall be construed according to and governed by the laws of the State of Kuwait, relevant rules and regulations of CITRA (Communication and Information Technology Regulatory Authority) and MOI (Ministry of Interior) and shall be in compliance with Sharia Principles and [Vendor Name] shall ensure to comply with **stc** policies related to data and information security. Parties consents to the exclusive jurisdiction of Kuwait courts for any dispute arising out of this Agreement.

9. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services;

The Parties agreed that except in cases of termination of the Agreement, the notices may be sent via e-mails as well.

For stc:

Name:-----

Position:-----

Mobile/Tele: -----

Email ID:-----

Address as stated first above

For [Vendor Name]

Name:-----

Position:-----

Mobile/Tele: -----

Email ID:-----

Address as stated first above

10. Non-Solicitation

First Party and Second Party recognize that the employees, subcontractors and independent contractors, (of the other and such employees' loyalty and service to the other, constitute a valuable asset of the other. Accordingly, neither First Party nor Second Party will, during the period commencing on the date of this Agreement and ending twelve (12) months after the termination of any person's employment or contract with the other, directly or indirectly employ, nor engage as a consultant, any such person. First Party and Second Party agree that the remedy at law for any breach of the foregoing provisions of this paragraph shall be inadequate and that the other shall be entitled to injunctive relief in the event of such breach or threatened breach in addition to any other remedy it might have.

11. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

12. Term and Termination

This Agreement shall come into force with effect from the date first above written for a period of one (1) years unless it is terminated earlier by 30 days prior written notice or on mutual agreement between the Parties. The obligations contained herein with respect to confidential information shall survive any termination or dissolution hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement in two original sets to be executed as of the day and year first above written.

For and on behalf of stc

Signed By

Maziad Alharbi
Chief Executive Officer

For and on behalf of [Vendor Name]

Signed By

Authorized Signatory
Title