## Annexure – I :: Non-Disclosure Agreement

(No deviations in wordings permitted)

THIS AGREEMENT is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the **Receiving Party**,

and

Life Insurance Corporation (International) BSC (c), a life insurance company registered in Bahrain and having its Corporate Office at Zamil Tower B1,Office no 11, First Floor, Road 383,Govt Avenue, PO Box 584, Manama, Kingdom Of Bahrain, the **Disclosing Party**

WHEREAS, the Disclosing Party has certain confidential information that it wishes to disclose to the Receiving Party.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Definitions.**

(a) Information is “ Confidential Information” to the party receiving it if it is presented in writing by the Disclosing Party and identified in such writing as confidential, or if it is disclosed orally by the Disclosing Party to the Receiving Party and outlined and identified as confidential in writing to the Receiving Party within thirty (30) days of the oral disclosure, except to the extent that any such information as of the date of disclosure to the other party was (i) known to the other party and such knowledge can be substantiated by reasonable documentation; (ii) disclosed in published literature; (iii) generally available to the industry; or (iv) obtained by the other party from a third party without binder of secrecy, provided that such third party had no obligation of confidentiality to the disclosing party or any of its Affiliates relating to the Confidential Information. By way of example, Confidential Information shall include, without limitation, all information relating to existing and potential customers, suppliers, markets, contracts, prices, products, personnel, strategies, policies, systems, procedures, technologies, know-how, information, data, processes, inventions, research, developments, formulations, applications, methods of manufacture and nay other information relating to either party or any of its Affiliates (as herein defined).

(b) The term “Affiliate” means with respect to a party to this Agreement, any corporation, company, partnership, join venture and/or firm (i)which is under common direct or indirect ownership with such party or any parent or subsidiary owns, or has a contractual right to acquire, an equity interest, or (ii) in which such party or any parent or subsidiary owns, or has A contractual right to acquire, an equity interest, or (iii) which has been licensed by such party or its parent or subsidiary, or which has retained such party or its parent or subsidiary, to perform research with respect to, or to commercially exploit, such party’s or its parent’s or subsidiary’s technological assets.

**2**. **Confidentiality and Non-Use** Except as authorized in this agreement, the party receiving Confidential Information will not disclose such Confidential Information to any third party and will not use such Confidential Information to compete with or adversely affect the business or operations of the other party hereto or its Affiliates or those doing business with them. The Receiving Party may disclose Confidential Information to such of its directors, officers, advisors, agents and its Affiliates (“Representatives”) who need to know the Confidential Information in connection with the parties agreed upon use of the Confidential Information, so long as such Representatives agree to be bound by this Agreement by any Representative.

**3.** **Required Disclosure**. If the Receiving Party is required by law to disclose any Confidential Information, it will sufficiently in advance in order to permit the Disclosing Party to take steps to prevent such disclosure, notify the Disclosing Party and prior to any disclosure shall consult with and assist the Disclosing Party in obtaining a protective order or other appropriate remedy. In any event, the Receiving Party will disclose only that portion of the Confidential Information which is legally required and will use best efforts to assure that confidential treatment is accorded any Confidential Information so disclosed.

**4.** **Return of Confidential Information**. Upon request by the Disclosing Party at any time, the Receiving Party will promptly return to the requesting party the original and all copies of non-oral Confidential Information and will, upon request, certify in writing to the requesting party as to its compliance with this paragraph.

**5.** **No Grant of Rights.** Nothing in this Agreement shall be construed to grant the Receiving Party any right or license under any patent or trade secret owned, used or licensed by the Disclosing Party or any of its Affiliates.

**6.** **Equitable Relief**. The Receiving party acknowledges that damages alone will not be an adequate remedy for any breach or violation of its obligations hereunder and that, in addition to all other remedies to which the Disclosing Party may be entitled hereunder or otherwise, the Disclosing Party shall be entitled to injunctive relief, including specific performance, with respect to said obligations in any court of competent jurisdiction.

**7.** **Term.** This Agreement shall expire two years from the date hereof, unless earlier terminated or extended by mutual written consent and any exchange of Confidential Information shall remain strictly confidential for a period of at least two years following the termination of this agreement for any reason.

**8.** **Entire Agreement**. The parties acknowledge that this Agreement constitutes the complete and exclusive statement of the understanding between the parties with respect to the subject matter of this Agreement. No amendment of this Agreement may be made or rider added except in writing duly signed by each of the parties hereto.

**9**. **Governing Law**. This agreement shall be governed by the legal and regulatory framework of Kingdom of Bahrain regardless of the effect of choice of law principles of such laws.

**10.** **Binding Effect**. This Agreement shall be binding on the respective successors and assigns of the parties hereto.

**11**. **Heading**. The headings in this Agreement are for convenience only and form no part of this Agreement and shall not affect its interpretation.

**12**. **Counterparts**. This Agreement may be executed in two or more counterparts, all of which shall constitute one and the same legal instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

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| **Life Insurance Corporation (International) BSC (c)**  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Sign : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Sign : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name :  | Name :  |
| Title :  | Title :  |