

Dated:

**Hasibat Information Technologies Company K.S.C.C.
(Hasibat)**

And

MUTUAL NON-DISCLOSURE AGREEMENT

**Non Disclosure Agreement
Hasibat &**

1 of 5 pages

Initials:

Hasibat

2. Undertakings of the Receiving Party

2.1 In consideration of the Disclosing Party disclosing Confidential Information to the Receiving Party or its Associates, the Receiving Party agrees as follows:

- (a) to hold and maintain the Confidential Information in confidence and not, without the Disclosing Party's prior written consent, disclose or permit it to be made available to any person, firm or company (save as provided below);
- (b) to use the Confidential Information only for the purpose of evaluating the Proposed Transaction; and disclose the Confidential Information only to any of its officers, employees or professional advisers acting in connection with the Proposed Transaction (each an "Authorised Person");
- (c) to ensure that each Authorised Person to whom disclosure of Confidential Information is made by the Receiving Party is fully aware in advance of the Receiving Party's obligations under this Agreement;
- (d) to keep separate all Confidential Information and all information generated by the Receiving Party based thereon from all documents and other records of the Receiving Party;
- (e) to make copies of the Confidential Information only to the extent that the same is strictly required for the purposes of its evaluation for the Proposed Transaction by the Receiving Party;
- (f) upon written request from the Disclosing Party at any time to deliver up to the Disclosing Party, or destroy, all documents and other material in the possession custody or control of the Receiving Party that bear or incorporate any part of the Confidential Information and expunge all Confidential Information from any computer, word processor or other device containing it and in the case of such destruction or expunction to confirm compliance with this sub-clause in writing to the Disclosing Party.
- (g) that no person makes any representation or gives any warranty as to the accuracy or otherwise of the Confidential Information, save as may subsequently be agreed in a formal agreement;
- (h) to indemnify and hold the Disclosing Party harmless against and to pay to the Disclosing Party any loss or expense incurred by the Disclosing Party by reason of or arising out of any breach by the Receiving Party or by any Authorised Person of the obligations contained in this Agreement including, without limitation, any costs (including legal costs on a solicitor and own client basis), expenses or other liabilities incurred by the Disclosing Party in connection with the enforcement of any of the Disclosing Party's rights or the Receiving Party's obligations or the obligations of any Authorised Person under or pursuant to this Agreement.

Initials: _____

Hasibat

- 2.2 The Receiving Party acknowledges that monetary damages would not be an adequate remedy for the Disclosing Party for breach of their obligations under this Agreement and agree that the Disclosing Party shall be entitled to injunctive relief and/or specific performance of the Receiving Party's obligations in addition to any other remedy which they may be entitled to at law or in equity.
- 2.3 Nothing in paragraphs 2.1 (a) to (f) of this Agreement shall apply to any Confidential Information, which the Receiving party can prove by documentary evidence produced to the Disclosing Party within 28 days of disclosure, which:
- (a) is or becomes generally available to the public in printed publications in general circulation through no act of default on the part of the Receiving Party or its Authorised Persons;
 - (b) was lawfully in the Receiving Party's possession prior to such disclosure;
 - (c) is subsequently received by the Receiving Party from a third party without any obligations of confidentiality; or
 - (d) the Receiving Party or an Authorised Person are required to disclose, retain or maintain by law or any regulatory or government authority to which the Receiving Party or such Authorised Person are subject.

3. Third Party Rights

- 3.1 Disclosure of Confidential Information by the Disclosing Party to the Receiving Party shall include disclosure of Confidential Information by any of the Disclosing Party's Associates and receipt by the Receiving Party shall include receipt by any of the Receiving Party's Associates.
- 3.2 Where the Confidential Information disclosed is that of an Associate of the Disclosing Party such Associate may enforce the benefits of this Agreement against the Receiving Party.
- 3.3 Where Confidential Information is received by an Associate of the Receiving Party, the Receiving Party shall assure that the Associate complies with the terms of this Agreement as if it were the Receiving Party and may enforce the benefits of this Agreement against the Disclosing Party.
- 3.4 Except as provided in Clauses 3.2 to 3.3 inclusive, a person who is not a party to this Agreement has no right to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available.

4. Cessation of Obligation

- 3.5 The obligations in this Agreement will terminate after a period of two (2) years from the date of this Agreement.

Initials: _____

Hasibat

5. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Kuwaiti law and the parties hereto agree to submit to the exclusive jurisdiction of the Kuwaiti courts.

IN WITNESS whereof the parties have executed this Agreement on the day and year first written above.

SIGNED

For and on behalf of

**Hasibat Information Technologies Company
K.S.C.C. (Hasibat)**

By

Signature

Name: Mr. Salem Al Ghadoori

Position: General Manager

SIGNED

For and on behalf of

By

Signature

Name:

Position:

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5 of 5 pages

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