



**Arabian Internet and Communications Services
Company (also known as STC Solutions - STCS)**

and

[Insert Company Name]

Non-Disclosure Agreement

This **NON-DISCLOSURE AGREEMENT**, is made and entered into as of the [insert date] having an Effective Date as of the date last executed, by and between:

- (1) **Arabian Internet and Communications Services Company (STC Solutions – STCS)**, a company incorporated and existing under the laws of the Kingdom of Saudi Arabia, whose address is at Riyadh 11372, PO Box 50, Olaya Main Road, Riyadh, Kingdom of Saudi Arabia (“**STCS**”); and
- (2) **[Insert Company Name]**, a company incorporated and existing under the laws of [insert jurisdiction], whose address is at [insert address] (“**Company**”).

either or both of which may be hereinafter referred to as the “Party” or “Parties” respectively, or either of which may be referred to as “Discloser” or “Recipient”, respectively.

WHEREAS:

- (A) the Parties are respectively the owners of Confidential Information (as defined below).
- (B) for the mutual benefit of both Parties, either Party may wish to disclose to and/or receive from the other, from time to time, during the term of this Agreement, certain information for the purpose(s) of or use(s) as set forth herein as " Purpose" (as defined below) which the disclosing Party (Discloser) considers to be valuable, proprietary and confidential, hereinafter referred to as Confidential Information.
- (C) both Parties desire to set forth their understandings and agreements concerning the disclosure and use of such Confidential Information;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations and agreements contained herein, the Parties do mutually agree as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires the following definitions apply:

Affiliate means any partnership, corporation or other legal entity, directly or indirectly Controlling, Controlled by or in common Control with that Party, where 'Control' means the possession, directly or indirectly, of the power to direct or cause the direction of the management, business or policies of another, whether through the ownership of shares, by contract or otherwise, or the power to elect at least fifty per cent (50%) of the directors, managers, partners or other individuals exercising similar authority, and 'Controlling' and 'Controlled' shall be construed accordingly;

Applicable Law means all applicable laws, statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judgments, orders, decisions, rulings or awards, including those of the government of the Kingdom of Saudi Arabia or any government agency or department in the Kingdom of Saudi Arabia;

Agreement means this Agreement together with any variations or amendments to this Agreement as may from time to time be agreed in writing by the Parties;

Business Day means a day other than a Friday, Saturday or a day granted as a public holiday for the private sector in the Kingdom of Saudi Arabia;

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Confidential Information means any information (however recorded or preserved), which is confidential in nature, disclosed or made available, directly or indirectly, by the Disclosing Party, or its Representatives, to the Receiving Party or its Representatives, including any information relating to the existence and terms of this Agreement and relating to the Disclosing Party's:

- (i) products, services, operations and processes;
- (ii) business affairs, marketing opportunities, details of customers, financial affairs, sales targets, sales statistics, market share statistics, pricing, market research reports and surveys;
- (iii) Intellectual Property Rights, know-how and trade secrets;
- (iv) plans or intentions, future projects, reports, studies, business development planning, commercial relationships and negotiations; and
- (v) any information derived from the aforementioned information,

in each case existing in any form, whether or not marked 'confidential information', where the Receiving Party ought to have reasonably known that the information disclosed was confidential;

Disclosing Party means the Party disclosing Confidential Information;

Effective Date means the date on which both of the Parties sign this Agreement, and if the Parties do not sign this Agreement on the same date, the date on which the last of the Parties to sign this Agreement signs this Agreement;

Group means in relation to a Party, that Party and each and any of its Affiliates from time to time;

Intellectual Property Rights means any patent, copyright, database right, design right, trade mark, trade name, know-how, right of confidence and any other intellectual property right of any nature whatsoever, in each case whether registered or unregistered, and including all applications (or rights to apply) for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection which subsist in any part of the world;

Parties means the parties to this Agreement and the expression **Party** shall mean either one of the Parties;

Purpose means [all commercial dealings entered into between the Parties from time to time, including];

Receiving Party means the Party to whom Confidential Information is disclosed; and

Representatives means employees, officers or professional advisers of a Party or its Affiliates, or a third party acting on behalf of a Party.

1.2 Interpretation

Unless the context otherwise admits, references in this Agreement to:

- (a) 'month', 'monthly', 'year' and 'yearly' and any other references in time shall be construed by reference to the Gregorian calendar;
- (b) the words 'other' and 'including' and any similar expression shall be construed as illustrative only and shall not be construed as limiting the meaning of the words following those terms where a wider interpretation is possible;

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- (c) any enactment should be construed as any enactment and any amendment to or re-enactment of such enactment (whether before or after the Agreement Date) and any regulation or order made under such enactment or re-enactment;
- (d) those of the Parties who are individuals are deemed to include their respective legal personal representatives;
- (e) the singular includes the plural and vice versa; and
- (f) references to a person include an individual, a body corporate, a partnership and an unincorporated association of persons.

1.3 The headings in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.

2 Undertakings Concerning Confidential Information

In consideration of each Party supplying its Confidential Information to the other Party and for other valuable consideration, each Party undertakes:

- (a) to keep the Disclosing Party's Confidential Information confidential and to take the measures set out in Clause 3;
- (b) not to use the Disclosing Party's Confidential Information except for the Purpose; and
- (c) not to disclose the Disclosing Party's Confidential Information to any third party and to use all reasonable efforts to prevent disclosure except as permitted under Clause 4.

3 Keeping Confidential Information Confidential

3.1 In respect of the Confidential Information of the Disclosing Party, the Receiving Party shall:

- (a) exercise no lesser security measures and degree of care than it applies in respect of its own confidential information and provide adequate protection against any unauthorised disclosure, copying or use;
- (b) keep all documents and other material bearing or incorporating any of the Confidential Information:
 - (i) separate from all other documents and materials; and
 - (ii) at the usual place of business of the Receiving Party; and
- (c) keep a written record of all copies or reproductions of any Confidential Information specifying when and by whom they were taken and to whom they have been sent (if anyone) with such record available for inspection by the Disclosing Party upon giving five (5) Business Days' written notice.

3.2 The Receiving Party warrants that the security measures employed pursuant to Clause 3.1(a) provide adequate protection against any unauthorised disclosure, copying or use of any confidential information under the Receiving Party's control.

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4 Disclosure of the Confidential Information

4.1 The Receiving Party may disclose the Confidential Information of the Disclosing Party to those of its Representatives who need to know this Confidential Information for the Purpose, provided that:

- (a) it informs its Representatives of the confidential nature of the information before disclosure;
- (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the Receiving Party's obligations under this Agreement as if they themselves were a Party to this Agreement.

4.2 The Receiving Party may disclose Confidential Information:

- (a) to the extent required by Applicable Laws or other laws, by any governmental or other regulatory authority of competent jurisdiction, provided that it gives the Disclosing Party prompt advance notice of the disclosure (where lawful and practical to do so) so that the Disclosing Party has sufficient opportunity, where possible, to prevent or control the manner of disclosure by the appropriate legal means; or
- (b) provided the Disclosing Party consents in writing to the disclosure or use of the Confidential Information in particular circumstances for a particular purpose.

5 Exceptions

This Agreement shall not apply to Confidential Information to the extent that the Confidential Information:

- (a) is already public knowledge or which becomes so at a future date (other than as a result of a breach of this Agreement or through breach of any other duty of confidentiality relating to that Confidential Information);
- (b) which the Receiving Party can show was in its possession prior to receipt from the Disclosing Party by its written or other records and which had not previously been obtained from the Disclosing Party or any other party under an obligation of confidence; or
- (c) is received from a third party who is not under an obligation of confidentiality in relation to the information; or
- (d) is developed independently without access to, or use or knowledge of, the Confidential Information.

6 Further Undertakings

The Parties further agree that:

- (a) no right or licence is granted to either Party in relation to the other Party's Confidential Information except as expressly set out in this Agreement; and
- (b) neither Party accepts any responsibility for or makes any representations or warranties, express or implied, with respect to the accuracy or completeness of the Confidential Information. Neither Party shall be liable to the other Party or any third party for any loss resulting from use of the Confidential Information.

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7 Term and Termination

7.1 This Agreement shall come into effect on the Effective Date and shall continue in full force and effect:

- (a) until the Parties agree to terminate this Agreement, in which case it shall terminate with effect from such date as may be designated by the Parties in writing;
 - (b) by either party giving thirty (30) days prior written notice to the other party; or
 - (c) for a period of ten (10) years from the Effective Date,
- whichever event occurs earliest.

7.2 Each Party undertakes within five (5) Business Days, either upon receipt of a written request of the other Party, or of the termination of this Agreement at the option of the Disclosing Party:

- (a) to return to the Disclosing Party all documents and other material in its possession, custody or control that bear or incorporate any part of the other Party's Confidential Information; or
- (b) to destroy by shredding or incineration (or expunge in the case of information stored by electronic means) all documents and other material in its possession, custody or control which bear or incorporate any part of the other Party's Confidential Information and to certify to the other Party in writing that this has been done.

7.3 The Parties acknowledge and agree that a court order will not be required in the Kingdom of Saudi Arabia to give effect to any termination of this Agreement.

7.4 Confidential Information defined in this Agreement shall be kept as Confidential Information by either Party for a period of ten (10) years from the Effective Date regardless of whether or not a termination or an expiration of this Agreement occurs between the Parties.

8 Announcements

Neither Party shall disclose the Purpose to any third party without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) except to the extent that such disclosure is required by Applicable Laws, a court of competent jurisdiction or any other regulatory authority or body having competent jurisdiction over the matters contemplated by this Agreement.

9 General

9.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, the continuation in full force and effect of the remaining provisions will not be prejudiced unless the substantive purpose of this Agreement is then frustrated, in which case either Party may terminate this Agreement on reasonable written notice and the obligations at Clause 7.2 shall continue to apply.

9.2 The Parties to this Agreement are independent contractors and each will bear its own expenses it incurs in connection with this Agreement. Neither Party has the right to make commitments of any kind for or on behalf of the other Party to any third Party. This Agreement is not intended to be, nor shall it be construed as a joint

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venture, partnership, teaming agreement, or other formal business relationship. This Agreement shall not be construed in any manner to be an obligation to enter into any contracts or subcontracts between the Parties. The Parties understand and agree that neither shall market or promote the products or services of the other Party to any government, commercial, civilian or private company official and each Party shall not otherwise act in any representative capacity on behalf of the other Party in connection with this Agreement.

- 9.3 The Disclosing Party reserves all rights in its Confidential Information. No rights in respect of the Disclosing Party's Confidential Information are granted to the Receiving Party and no obligations are imposed on the Disclosing Party other than those expressly stated in this Agreement. In particular, nothing in this Agreement shall be construed or implied as obliging the Disclosing Party to disclose any specific type of information under this Agreement, whether Confidential Information or not.
- 9.4 The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. No single or partial exercise or any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 9.5 The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 9.6 Neither Party shall assign or transfer any of its rights or obligations hereunder in whole or part without the prior written consent of the other Party, except to an affiliate of the Party but only on prior written notice.
- 9.7 No amendment or variation to, or termination pursuant to Clause 7.1(a) of this Agreement shall be effective unless made in writing and signed by a duly authorised representative of each of the Parties.
- 9.8 The Parties acknowledge that damages would not be an adequate remedy for any breach of this Agreement and each Party shall be entitled to the remedy of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement and no proof of special damages shall be necessary for the enforcement of this Agreement.
- 9.9 The provisions contained in each Clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

10 Notices

- 10.1 Any notice given under or in connection with this Agreement shall be in writing and signed by or on behalf of the Party giving it and may be delivered by courier to the address and for the attention of the recipient as set out below or such other address as notified by a Party in writing to the other Party from time to time.
- 10.2 The address and fax number of the Parties for the purposes of sending notices under this Agreement shall be as follows:

STC SOLUTIONS
Riyadh 11372, PO Box 50
Olaya Main Road
Riyadh City, Kingdom of Saudi Arabia

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Tel: +966 11 4600111; Fax: +966 11 46001110
For the attention of: [Click or tap here to enter text.](#)

With a Copy to:
STC SOLUTIONS –Contract & Legal Affairs
Riyadh 11372, PO Box 50
Olaya Main Road, Riyadh City, Kingdom of Saudi Arabia
Email: All-Legal&contracts@stcs.com.sa
For the attention of: Contracts & Legal Affairs Department

[Company Name]
[Company Address]
Tel: [●]/ Fax: [●]
For the attention of: [Name of the Representative],

or to such other address as may from time to time be notified in writing by either of the Parties to the other.

- 10.3 Notices shall be deemed to have been received by courier at the time of delivery if delivery occurs before 11.00 am on a Business Day, after which time the notice shall be deemed to have been delivered on the following Business Day, or if delivered on a day which is not a Business Day, the notice shall be deemed to have been received on the next Business Day.
- 10.4 Formal legal notices shall be sent only by express courier, and shall be deemed given five working days after depositing same with the courier service.

11 Governing Law and Jurisdiction

- 11.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia and the Parties shall submit to the exclusive jurisdiction of the Saudi Arabian Courts.
- 11.2 Nothing in this Agreement prevents or prohibits either Party from seeking urgent interim relief in any court of competent jurisdiction, including pre-action attachments, temporary restraining orders, temporary injunctions, permanent injunctions and/or orders of specific performance, as may appear reasonably necessary to preserve the rights of either Party.

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12 Counterparts

This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

This Agreement has been entered into by the Parties or their duly authorised representatives on the Effective Date.

ARABIAN INTERNET AND COMMUNICATIONS SERVICES COMPANY – STC SOLUTIONS

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Arabian Internet and Communications Services Company:

Date date here:

Authorise signature: sign here:

Authorise Representative Name: (block letters): print name:

[INSERT FULL NAME OF COMPANY]

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of [insert name of Company]:

Date date here:

Authorise signature: sign here:

Authorise Representative Name: (block letters): print name:

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