

Confidentiality Agreement and Conflict of interest

On the day of 14 H. Corresponding to the day of 20

Gr. This Confidentiality Agreement and conflict of interest is hereby concluded by and between:

1. Bank Albilad is a Saudi Joint Stock Company, with National Unified No.7001473102, Head Office: Al Mutamarat 8229, Building No 2, RIYADH 3952 - 12711, KSA. Under monitoring and supervision of Saudi Central Bank authority and licensed by Royal decree 48/M on 21/9/1425H (4/11/2004 G), with VAT registration No. 300000712300003, represented in this act by its.....Mr.....hereinafter referred to as (" First Party") or (the "Bank") or (the "Receiving Party or Disclosing Party as the case may be"); Andhaving an address at.....,hereinafter referred to as ("the Second Party")or("the Disclosing Party or Receiving Party as the case may be");

The First Party and Second Party hereinafter referred to collectively as " the Parties ".

RECITALS

The Parties desire to enter into negotiations and discussions with each other for the purpose of [.....] Such negotiations and discussions requires the Disclosing Party to disclose to the Receiving Party some information classified as confidential information; hereinafter referred to as "Confidential Information". Pursuant to this Agreement, both Parties agree to protect their Confidential Information and should be aware that all information must be confidential and not be released or disclosed to any third party, unless the context otherwise requires.

NOW THEREFORE, the parties agree as follows:

- 1- For the purpose of this Agreement, Confidential Information shall mean all and any information that the Disclosing Party discloses to the Receiving Party and that is either indicated to be confidential by the Disclosing Party or by its nature is such that the Receiving Party knew or had reason to know it to be confidential. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, sales and marketing plans. However, Confidential Information shall not include such information which:
 - a) is in or which comes into the public domain other than as a result of:
 - a breach of the obligations imposed by this Agreement by one of the Parties (or by any person to whom disclosure of information is made as permitted under this Agreement); or
 - a breach by one of the Parties of any other duty of confidentiality relating to that information;
 - b) is received from a third party which is under no confidentiality obligation; or
 - c) is independently developed by the receiving party without use of any of the disclosed Information; or
 - d) has been agreed in writing to be disclosed.
- 2- The Receiving Party shall only use the Confidential Information of the Disclosing Party for the uses stated herein. The Receiving Party shall:
 - a) keep the Confidential Information of the Disclosing Party in confidence using the same degree and measurements that use to protect its own Confidential information's and shall protect such Confidential Information against disclosure and use by third parties; unless the Agreement otherwise permitted.
 - b) use the Confidential Information for the purposes stipulated herein Under this agreement
 - c) refrain from disclosing any Confidential Information to any third party except his own employees who need to know the Confidential Information without obtaining prior written consent from the Disclosing Party for the evaluation, negotiation or advising on the purpose(s) of this Agreement as stated herein.
 - d) procure that each person(s) to whom disclosure of Confidential Information is made as permitted under paragraph 2.(c) above is made aware (in advance of disclosure) of the terms and conditions of this Agreement and shall use best endeavours to procure that such person(s) adheres to those terms and conditions as if that person(s) were a party to this Agreement;
 - e) on written request by the Disclosing Party, The receiving party shall promptly return all Confidential Information without keeping any copies and hand over to the Disclosing Party all notes (and any copies) prepared by the Receiving Party (and by any person to whom disclosure has been made as permitted under paragraph 2.(c)).
 - f) disclose the Confidential Information to any person whom information is required or requested to be disclosed by any governmental, banking regulator, taxation or as an adherence to the rules of any relevant stock exchange or pursuant to any applicable law or regulation.
- 3- This Agreement shall continue for a period of Two years from the date hereof. The Confidential Information disclosed during the term of this Agreement shall survive after the termination of this Agreement
- 4- Except as expressly set out in this agreement nothing contained in this Agreement shall be construed as granting any right or license to either party's confidential information or to any invention or discovery derived from or improvement made to such confidential information , whether conceived or created prior to or after the date of this agreement.
- 5- In the event that the Receiving Party breaches any of the above terms and conditions, the Receiving Party shall be liable to the Disclosing Party for the damages caused thereby. In addition to any other remedies the Disclosing Party may have under the rules and regulations of the Kingdom of Saudi Arabia.
- 6- This Agreement shall not obligate the Disclosing Party to conclude any other agreements or to take any other measures besides those stated in this Agreement
- 7- This Agreement shall be governed and construed in accordance with the laws and regulations of the Kingdom of Saudi Arabia that not repugnant to the principles of Islamic Shari'a. Any dispute(s) arising from this Agreement shall be exclusively referred to competent judiciary body in the Kingdom of Saudi Arabia.
- 8- Conflict of Interest. Contractor represents and warrants the following:
 - (a) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
 - (b) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Bank in writing of such conflict.

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- (c) Termination for any level Conflict. If, in the reasonable judgment of the Bank , such conflict poses any level of conflict to or conflict with the performance of Contractor's obligations under this Agreement, then the Bank has the right to terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor , Moreover and without prejudice to any other rights of the bank mentioned in this agreement , the bank in this case has the right to take any measurements as it deem fit to save its interests"
- 9- If any provision of this agreement is held to be invalid, illegal or unenforceable, all other provisions will nevertheless continue in full force and effect.
- 10- A variation to this agreement is only valid if it is in writing and signed on behalf of each of the parties.
- 11- Nothing contained in this agreement shall be construed as creating any partnership or joint venture between the parties or obligating the parties to enter into any business transaction.
- 12- This agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreement, proposals, understandings and representations, written or oral, between the parties.
- 13- This agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.
- 14- The two parties are obligated not to violate the laws, regulations and instructions issued by the supervisory and regulatory authorities overseeing their respective activities related to the exchange of information and data connected to the subject of this agreement and any subsequent agreements.

IN WITNESS WHEREOF the parties have executed this Agreement in two originals; one for each Party.

First Party		
Representative Name	Signature	Date

Second Party		
Representative Name	Signature	Date