This **Non-Disclosure Agreement** is made on the last date of signature set out below "**Effective Date**", **By and Between:**

* Dice Arabia Trading Company holder of Commercial Registration No. (1010938743) having its principal office at Prince sultan bin Abdul aziz road, Al Sulemania District, office 24 to 27, Riyadh Saudi Arabia.

each a "**Party**" and together the "**Parties**".

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* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, holder of Commercial Registration No. \_\_\_\_\_\_\_\_\_\_\_ having its principal office at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ each a "**Party**" and together the "**Parties**".

# Whereupon the Parties hereby agree as follows:

1. **Definitions and Interpretation**
	1. In this Agreement, the following terms and expressions shall have the following meanings:

"**Business Day**" means a day (other than a Friday or Saturday) on which banks are generally open for business in the Kingdom of Saudi Arabia.

"**Confidential Information**" means this Agreement, and all information and data of whatever nature, in any form whatsoever, belonging to or related to the Disclosing Party (or any member of its Group) which is confidential or proprietary and whether or not the information is expressly stated to be confidential or marked as such, disclosed at any time by whatever means, directly or indirectly by the Disclosing Party (or the Disclosing Party's subcontractors, agents, consultants or employees) to the Receiving Party (or that Receiving Party's subcontractors, agents, consultants or employees), including, but not limited to, business, commercial, operational, management or financial information, customer lists, price lists, data, processes, models and any other data or know how;

"**Disclosing Party**" means the Party which discloses its Confidential Information, directly or indirectly, to the Receiving Party; "**Effective Date**" means the last date of signature set out below on this Agreement.

"**Group**" means, in relation to either Party, the group of companies comprising the relevant Party, any holding company of the relevant Party and any subsidiary of the relevant Party or of any such holding company from time to time, with references to members of that Party's Group construed accordingly.

"**Purpose**" means all and any potential/actual engagement between the Parties.

"**Receiving Party**" means the Party which receives Confidential Information, directly or indirectly, from the other Party.

* 1. In this Agreement where the context requires, words in the singular shall include the plural and vice versa.

# Obligations

* 1. In consideration of the Disclosing Party disclosing Confidential Information to the Receiving Party, the Receiving Party agrees that it shall:
		1. not use, disclose, exploit, copy or modify any Confidential Information for any reason (or authorize or permit any third party to do the same) other than solely as permitted or required for the Purpose.
		2. keep the Confidential Information in strict confidence, and secure and protected against theft, damage, loss or unauthorized access (including by exercising no lesser security measures and degree of care than applied to its own Confidential Information);
		3. limit access to the Confidential Information to any of its officers, employees, professional advisors, agents or contractors to the extent that such disclosure is reasonable necessary for the Purpose, provided that before disclosure of any Confidential Information to any such officers, employees, professional advisors, agents or contractors, the Receiving Party shall procure such person is subject to, and complies with, confidentiality obligations which are equivalent to (and no less onerous than) those contained in this Agreement;
		4. not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from the Disclosing Party; notify the Disclosing Party immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorized person.
	2. On termination of this Agreement for any reason, or at any time on receipt of a written request from the Disclosing Party, the Receiving Party shall:
		1. stop using the Confidential Information.
		2. within seven (7) Business Days from the date of a written request receipt, return or destroy all Confidential Information and copies that are in its possession, custody, or control.
		3. use all commercially reasonable efforts to destroy all copies of the Confidential Information which the Receiving Party possesses in electronic format; and
		4. upon request, certify in writing that it has complied with its obligations under this Clause.
	3. Notwithstanding Clause ([2.2](#_bookmark1)), and subject to a prior written notice made to the Disclosing Party, the Receiving Party may retain one copy of any notes and records to the extent required by applicable law.

# Exceptions

* 1. The Receiving Party's obligations in Clause [(2](#_bookmark0)) above shall not apply to any Confidential Information of the Disclosing Party which:
		1. is already in the public domain at the time of receipt by the Receiving Party, or subsequently comes into the public domain through no fault of the Receiving Party or its officers, employees, agents, or contractors.
		2. the Receiving Party received from a third party who is not in breach of any undertaking or duty as to confidentiality (whether express or implied);
		3. the Receiving Party can prove that it lawfully possessed prior to obtaining it from the Disclosing Party; or
		4. is independently developed by the Receiving Party, its officers, employees, agents, or contractors, without reference to any Confidential Information.
	2. The Receiving Party may disclose Confidential Information which is required to be disclosed by law, court or order of a competent authority, or rules of any stock exchange, provided that to the extent practicable, the Receiving Party does not disclose any Confidential Information which is not required to be disclosed and, to the extent legally permissible, the Receiving Party provides the Disclosing Party with prior written notice of such obligation and reasonable assistance in challenging any such request, as requested by the Disclosing Party and at the Disclosing Party's cost.

# Term and Termination

* 1. This Agreement shall commence on the Effective Date and shall continue in force unless and until terminated in accordance with the terms of this Agreement.
	2. Either Party may terminate this Agreement at any time by serving a written notice to the other Party. The obligations in this Agreement shall continue for a period of five (5) years from the date of termination notice.

# Rights

The Disclosing Party shall retain all right, title and interest to its Confidential Information. No license under any intellectual property rights (including trademark, patent, or application for the same, or copyright, which are now or may subsequently be obtained) is either granted or implied by the disclosure of Confidential Information.

# No Representation or Warranty

The Disclosing Party does not make any representation or warranty (express or implied) as to the accuracy or completeness of the Confidential Information and accepts no responsibility or liability in respect of the Receiving Party's or any third party's use of the Confidential Information.

# Waiver

Failure or neglect by either Party to enforce at any time any of the provisions hereof shall not be construed as nor shall be deemed to be a waiver of that Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice that Party's right to take subsequent action.

# Entire Agreement

* 1. This Agreement contains all the terms agreed between the Parties regarding the subject matter and supersedes and replaces any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.
	2. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to this Agreement except as expressly stated in this Agreement.
	3. Neither Party shall have any remedy in respect of any untrue statement made by the other upon which that Party relied in entering into this Agreement (unless such untrue statement was made fraudulently). Without prejudice to the foregoing, the only remedy available to a Party in respect of a breach of any representation which is incorporated into this Agreement shall be for breach of contract.

# Assignment/Transfer

Neither Party shall assign, novate, sub-license, mortgage or otherwise transfer in whole or in part any of its rights and/or obligations under this Agreement without the prior written consent of the other Party.

# Notices

* 1. For the purpose of managing all communications made under this Agreement, the Parties appointed the following persons as their communication representatives:

|  |  |
| --- | --- |
|  | **Dice Arabia Trading Company** |
| Name: Title:  Email Address:  | Name: Title: Email Address:  |

* 1. Any notice made under this Agreement must be in writing to either Party’s representatives on their respective email addresses, or to either Parties address as set out in this Agreement.
	2. A notice is considered delivered once:
		1. It’s given by-hand, after its recipient signs a receipt note.
		2. It’s emailed to either Party’s Representatives.

# Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties; either Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

# Severability

Each provision of this Agreement is severable and distinct from the others. The Parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of this Agreement but (except to that extent in the case of that provision) it and all other provisions of this Agreement shall continue in full force and effect and their validity, legality and enforceability shall not be affected or impaired as a result.

# Parties Relationship

No provision of this Agreement creates a partnership between the Parties or makes either Party the agent of the other Party for any purpose. A Party has no authority to bind to contract in the name of or to create a liability for the other Party in any way or for any purpose, and neither Party shall hold itself out as having authority to do the same.

# Remedies

The Receiving Party acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.

# Governing Law and Dispute Resolution

* 1. This Agreement shall be construed, interpreted, and governed under the laws of the Kingdom of Saudi Arabia.
	2. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration administered by the Saudi Center for Commercial Arbitration (SCCA) in accordance with its Arbitration Rules, and in accordance to the following conditions:
		1. **Place of Arbitration:** Riyadh, Kingdom of Saudi Arabia
		2. **Arbitration Language:** English.

# Language

This Agreement is executed by the Parties in the English language. Any translations of this Agreement into Arabic or any other language shall be for convenience only and shall have no legal effect.

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| **Approved and signed for and on behalf of:** |
|  | Dice Arabia Trading Company |
| Name: Title:  Date: ../../20\_\_ | Name: Title: Date:  |
| Signature: | Signature: |