

**Confidential Information Agreement**

This Agreement is concluded and entered into on .... / ... / 144.... AH, corresponding to.... /.... /20...AD, between:

- a) The **Real Estate Development Fund**, a Saudi governmental fund established by Royal Decree No. S/23 on 11/06/1394 AH (corresponding to 01/07/1974 AD), located at the headquarters of the Real Estate Development Fund, Riyadh 11139, Kingdom of Saudi Arabia, P.O. Box: 5591, Postal Code: 11139, Tel: 0112829666, Fax: 0114786232. (Hereinafter referred to as the "**Fund**" or "**First Party**");
  
- b) ....., whose address is P.O. Box: ....., City ....., State ....., mailbox: ....., Postal Code: ....., Tel: ....., Fax ....., Email: ....., website: ....., represented in signing this Agreement by Mr. / ..... in his capacity as ..... (hereinafter referred to as the ("**Second Party**")

(Hereinafter referred to individually as the "**Party**" and collectively as "**Parties**")

**Preamble**

- Whereas the Second Party has the expertise and all necessary resources that enable it to fulfill and comply with all the provisions of this Agreement and the associated and separate agreements. Whereas the First Party wishes to obtain and / or benefit from any services and / or consultancy and / or works provided by or through the Second Party, or assign certain functions to the Second Party under separate agreements (the "Specific Purpose" or "Specific Purposes") **Note: (This statement is changed as needed for the non-disclosure agreement, for example: bidding for a tender).**
  
- Whereas it may be necessary for any of the Parties to disclose or enable the other Party to access the Confidential Information occasionally to fulfill the Specific Purpose or within the limits of the Specific Purpose.

Accordingly, the Parties have agreed that:

- The foregoing Preamble shall be an integral part of this Agreement.
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- 1- Except as otherwise provided in this Agreement, "Confidential Information" means any documents, data or information not publicly available and other matters of a confidential and non-public nature relating to the business and technical aspects of any kind whatsoever associated with the Specific Purpose, or such information and data subject to confidentiality protection in accordance with the laws and regulations in force in the Kingdom of Saudi Arabia or the like thereof of reports and statistics, whatever the nature of the presentation and exchange of such Confidential Information, whether in an electronic form or in a tangible form such as files, paper documents or stored documents on any medium or in an intangible form such as the information received orally, including but not limited to:
    - A. Financial statements and financial, commercial and operational data
    - B. All correspondence and letters issued and received between the Parties, including attachments
    - C. All documents and forms for internal and official use.
    - D. All policies, procedures, powers granted, organizational structures, strategic plans and circulars issued and received.
    - E. Policies and information of pricing and remuneration of products and services provided by any of the Parties to its customers
    - F. Business programs, expectations and operational strategies.
    - G. Non-disclosed financial information to general customers / beneficiaries, partners or suppliers
    - H. Studies of new products, projects or marketing processes
    - I. Financial or personal customer/beneficiary information
    - J. Information of contracts and agreements with suppliers and drafts of these agreements and contracts
    - K. Lists of employees, customers / beneficiaries, partners and suppliers with or without contact information
    - L. Programs and computer software
    - M. Information on IT systems and infrastructure
    - N. Procedures, used methods and technical information relating to processes and / or products covered by intellectual property rights
    - O. Business plans or merger, sale, or purchase of assets.
    - P. Human resources information such as wages, employee records or payroll
    - Q. Important management plans or changes.
    - R. Internal communications such as television filming, telephone recording and transcripts of meeting minutes
    - S. This Agreement and any discussions that have taken place or are taking place now or in the future on the Specific Purpose
    - T. Any information of a precise nature directly or indirectly related to the Fund that would affect the stability and integrity of the Fund, its reputation and strategies, and the relevant public and private entities, citizens or customers.

U. All Confidential Information concerning the entities to which the Fund is associated with an administrative reference such as the Ministry of Housing or the National Development Fund, a supervisory reference such as the General Auditing Bureau or the Ministry of Finance, an organizational reference such as the Saudi Arabian Monetary Authority, or the Confidential Information belonging to the authorities of the Fund

2- Each Party is committed to maintaining the confidentiality of Confidential Information by all means of electronic and paper security preservation and care and shall not sell, trade, publish or otherwise distribute it to any natural or legal third party other than the Parties to this Agreement - except for Parties to the Agreement and representatives of Parties - or allow them to view it in any way, either by photocopying, copying, publishing or transferring it without the prior written consent of the other Party

3- Each Party has agreed that the Confidential Information is a property of value to each Party and that the other Party may not use the Confidential Information or any part thereof for any purpose other than in respect of the Specific Purpose to ensure the availability of privacy and confidentiality factors.

4- In accordance with paragraph (4-4) of this Article, each Party shall undertake to take all reasonable precautions necessary to prevent the disclosure of Confidential Information to any natural or legal third party other than the Parties to this Agreement, with the exception of the representatives of the Parties referred to below (hereinafter referred to collectively as “**representatives of Parties**”) if there is a clear need to disclose them for the Specific Purpose.

4.1 Staff, officers, members, directors and partners of each Party;

4.2 Professional consultant (such as lawyers, accountants, financial consultants and others) or agents assigned by each Party for the purpose of evaluating Confidential Information with respect to the Specific Purpose;

4.3 Directors, officers, members, partners or employees of companies or affiliates of each Party or those controlled by the Parties through a significant number of voting shares

4.4 Each Party shall, before disclosing the Confidential Information to the persons referred to in paragraphs (1), (2) and (3) of this Article, undertake to conclude and bind the representatives of Parties to the provisions, confidentiality articles and limitations set forth in this Agreement. Each Party must keep a list of the names of persons to whom the Confidential Information has been disclosed.

5- Except as otherwise provided in this Agreement, no Party shall disclose or enable a third party to access Confidential Information without the prior written consent of the other Party and without complying with the restrictions imposed by this Agreement unless the following criteria are met in such information:

5.1 If any of the Parties or their representatives are legally aware of such Confidential Information prior to its disclosure and have not received it directly or indirectly from the other party in exchange for the obligation to maintain its confidentiality;

2.5 If such information is available or made available to the public without being attributed to an act or omission by that Party;

5.3 If such information must be disclosed by force of law or by an order of the competent court or regulatory or executive authorities or any other relevant authority or entity, in such cases, this Party shall, if the regulations and laws permit, notify the other Party in advance to protect its interests. This Party shall make every reasonable effort to disclose the minimum required amount of **Confidential Information** and ensure that the person to whom the Confidential Information is disclosed is fully aware of the confidential nature of such information and the obligations relating to its maintenance provided for in this Agreement.

## 6- Destruction of Confidential Information

6.1 Subject to the provisions of laws and regulations of the Kingdom of Saudi Arabia, each Party shall, upon receipt of a written request from the other Party (or in the case of failure to provide any services, products, executive or non-executive technical or non-technical work or any work agreed upon and has not been committed to its implementation) return or destroy all copies of confidential written, electronic or tangible information (including the notes containing information about the other Party), as well as destroy or delete all Confidential Information from all computers, word processing programs or any devices containing such information completely, and accordingly instruct all its representatives and affiliated companies authorized under this

Agreement to access such Confidential Information under this Agreement to comply with this obligation. The officer in charge of that Party, who is authorized for supervising the destruction process, shall issue a written certificate of that and deliver it to the other Party.

6.2 Except for paragraph (6-1) above, the legal consultant of any of the Parties and / or their compliance officers (under the supervision of their legal agent) shall maintain **Confidential Information** for purposes of demonstrating compliance with the terms and conditions of this Agreement as well as for compliance with applicable regulations and laws or related regulatory or professional standards.

7- This Agreement shall not be construed as granting any express or implied right or license under any patent or intellectual property rights. Neither Party may re-engineer, decompile, disassemble or attempt to detect or derive source code or other core intellectual property in the **Confidential Information** of any of the Parties. The Second Party may not create or attempt to create derivative works from the Confidential Information, combine Confidential Information with other programs or use any part of the Confidential Information separately from it.

8- Each Party shall be solely responsible for making its own decisions on Confidential Information. Each Party has acknowledged not to provide the other Party or any of its employees or officials with any express or implied declaration, guarantee or undertaking as to the accuracy, reliability, completeness or reasonableness of the Confidential Information. Accordingly, no Party or any of its employees or officers shall be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of its reliance on any declaration contained in or deleted from the Confidential Information.

9- No Party and all its employees and consultants shall, other than in the cases required by applicable laws and regulations or regulatory or legal procedures and without the prior written consent of the other Party, disclose or mention the name of the other Party in any discussions, offers or marketing campaigns or mention the Party or its affiliates by name or by reference to them in any characterizing description to any person other than directors, officers, employees or consultants (such as lawyers, accountants, financial consultants and others) working for that Party, who reasonably need to know such information in all matters that each Party discloses to the other under this Agreement.

- 10-** Any party that has discovered, found or suspected any disclose of Confidential Information belonging to the other Party as a result of it, or of any of its employees or of a party with which it deals directly or indirectly or as a consequence of an error in its technical systems or of breaches by others, shall take the necessary preventive and precautionary measures and ensure that the other Party is promptly notified and that the notice is documented through a documented communication channel that has been previously agreed upon by the Parties.
- 11-** The obligations of each Party with respect to the refrain from disclosing Confidential Information and the manner in which Confidential Information is used under this Agreement shall remain in force for a period of \_\_\_\_\_ (Note: the period is optionally determined according to the type of agreement that will be concluded, the type of project, the volume and confidentiality of information in accordance with the discretion of the Fund, and usually the confidentiality will be 10, 5, or 3 years or unspecified period) from the expiry date of the Specific Purpose, excluding the non-disclosure of personal data and official documents, as the terms of confidentiality under this Agreement shall apply to them after the expiry of the period mentioned in this article.
- 12-** Each Party shall recognize that any Party may, at present or in the future, develop its own internal information or receive information from third parties similar to the Confidential Information and accordingly nothing in this Agreement shall be construed as an undertaking or approval by the Recipient Party that it will not develop products or concepts, systems or technologies that are similar or competing with the products, concepts, systems or techniques contained in the Confidential Information, provided that the Recipient does not violate its obligations under this Agreement in respect of such development.
- 13-** Each Party shall recognize that compensatory measures provided for in the regulations and laws may not be sufficient to protect the other Party from any breach committed (by it or any of the persons referred to in Clause 4-1) of this Agreement). Each party has accepted and agreed to the right of the other Party to seek all fair compensation for the breach of the other Party to the terms of this Agreement. In no event shall any of the Parties be bound or liable for indirect damages, subsequent loss and lost profits.

- 14-** The non-exercise or non-imposition by any Party of any of its rights under this Agreement shall not constitute a waiver of that right and shall not preclude the exercise or imposition of that right at any later time.
- 15-** This Agreement shall constitute the entire agreement between the Parties on its subject matter. No change or amendment to this Agreement shall be deemed to be effective unless (1) it is in writing (2) it shows the effective date of such change or amendment (3) it is signed by both parties, and (4) it expressly indicates the change or amendment to the Agreement.
- 16-** Arabic is the adopted and prevailing language of this Agreement. In the event of any conflict between the Arabic and English versions, the work and interpretation shall be in accordance with the Arabic language version.
- 17-** Each Party shall bear its own expenses incurred in connection with the preparation, execution and delivery of this Agreement, including the professional fees and costs of the respective lawyers, accountants and financial consultants of each Party.
- 18-** No amendment, change or termination of this Agreement may be made except by written agreement between the Parties or the expiry of the Specific Purpose, provided that this does not conflict with the provisions of Article (11) of this Agreement.
- 19-** This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia. In the event of any dispute between the Parties concerning this Agreement or any matter relating to this Agreement or any breach of its articles, the Parties shall expedite its resolution in good faith through negotiation between them. In the event that the parties cannot reach a settlement within a reasonable period, the Parties shall have the right to resort to the competent court of the Kingdom of Saudi Arabia.
- 20-** This Agreement has been edited in two copies in Arabic, and each Party has received a copy thereof to act accordingly. In witness whereof, this Agreement has been signed on the day and year indicated in its beginning.

**First Party**  
**Real Estate Development Fund**

Name:  
Title:  
Signature:  
Date:

**Second Party**  
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Name:  
Title:  
Signature:  
Date: