

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT made on / / :

BETWEEN: Riyad Bank, Public Shareholding Company. Capital of SAR 30 Billion, Commercial Register 1010001054, P.O. Box 22622 Riyadh 11416, Tel. +966 11 4013030, National Address: 2414 Al Shohda Dist, Unit No 21 Riyadh 7279-13241 Kingdom of Saudi Arabia www.riyadbank.com, is licensed by the Council of Ministers Resolution (91) dated 23.11.1957, and regulated by Saudi Central Bank - SAMA

AND

(hereinafter referred to as Supplier of the other part).

WHEREAS:

RIYAD BANK wishes to acquire the professional services of the Supplier and the Supplier has agreed to provide certain information or deliverables subject to the terms and conditions hereinafter set out.

IT IS HEREBY AGREED AS FOLLOWS

Confidentiality

1.1 The Supplier acknowledges that in the course of this Agreement or as a result of this Agreement it may receive or be exposed to certain information which is confidential to RIYAD BANK or other parties, including but without limitation trade secrets, confidential information and commercially sensitive information including, but not limited to, technical solutions, processes, client lists, prospect lists, information concerning cost estimates, **client requirements, and proposals (the "Information")**.

1.2 The Supplier hereby undertakes to RIYAD BANK and agrees to treat the Information as secret and confidential and not to disclose it. The Supplier acknowledges that it shall not obtain any rights to the Information other than for the purposes of this Agreement.

1.3 The Supplier shall not disclose the Information to any third party without the prior written approval of RIYAD BANK. In any event, any such disclosure shall only be made after such third party has signed a confidential disclosure agreement containing obligations of confidentiality no less onerous than those contained in this Agreement and an executed copy of such agreement has been sent to RIYAD BANK.

1.4 Wherever possible, the Information shall be marked "Commercial-In-Confidence" or written notice of the confidential nature of the Information shall be given to the Supplier at the time of disclosure or as soon thereafter as is practicable.

1.5 Any news release, public announcement, advertisement or other publicity proposed to be released by the Supplier in connection with this Agreement shall be subject to the written approval of RIYAD BANK prior to release.

1.6 The execution, existence and performance of this Agreement shall be kept confidential by the Supplier and shall not be disclosed by either party without the prior written consent of the other party.

1.7 RIYAD BANK may at any time require the Supplier to give a written undertaking, in a form prescribed by RIYAD BANK, relating to the non-disclosure of the Information, and to promptly arrange such written undertakings for its employees engaged in the performance of the Deliverables.

1.8 On the expiration or earlier termination of this Agreement, the Supplier shall, as determined by RIYAD BANK, either destroy or return to RIYAD BANK all Information in its or its sub-Suppliers possession or control.

1.9 For security purposes, the Supplier will ensure that any Computer equipment brought onto Riyad Bank premises to be used by the supplier for work assignments will have up to date Anti-Virus Software installed and the most current Anti-Virus Data files will be resident. Additionally, any Personal Computer- Notebook or Laptop used on Riyad Bank premises must have a personal Firewall Software product installed and configured appropriately.

2.0 For Security purposes, any Computer Equipment brought onto Riyad Bank Premises must have a "Gate Pass" form signed by End User Support, whereby the Computer Equipment will be checked to ensure the appropriate software required in point 1.9 above is complied with.

2.1 The vendor should meet the terms and comply with all RB information security policies and procedures.

2.2 This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Kingdom of Saudi Arabia to hear and determine any suit, action or proceeding and to settle any disputes, which may arise out of or in connection with this Agreement or the Project.

IN WITNESS WHEREOF the parties have executed this Agreement on the date on Page 1 of this Agreement:

SIGNED for and on behalf of RIYAD BANK by its duly authorized officer		SIGNED for and on behalf of (SUPPLIER) by its duly authorized officer.	
Name		Name	
Title		Title	
Signature		Signature	