



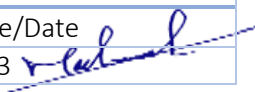
Non-Disclosure Agreement

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Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into on [/ /], by and between:

Saudi Net Link Company, with a principal place of business at [Riyadh / Khobar] ("Disclosing Party"),

And

Counterparty's Name _____

Collectively referred to as the "Parties."

1. Purpose

The Parties wish to explore a potential business relationship and, in connection with this relationship, may disclose certain confidential and proprietary information.

2. Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include all non-public information, including but not limited to:

- a) Business plans and strategies
- b) Financial information
- c) Trade secrets
- d) Technical data
- e) Product information
- f) Customer lists
- g) Marketing plans
- h) Any other information identified as confidential at the time of disclosure.

3. Obligations of the Receiving Party

The Receiving Party agrees:

- a) **Non-Disclosure:** To maintain the confidentiality of all Confidential Information received from the Disclosing Party and not to disclose, directly or indirectly, such information to any third party without the prior written consent of the Disclosing Party.
- b) **Use Limitation:** To use Confidential Information solely for the purpose of evaluating and engaging in discussions concerning the potential business relationship between the Parties.
- c) **Standard of Care:** To exercise reasonable care to protect the Confidential Information from unauthorized disclosure, which shall not be less than the degree of care that the Receiving Party uses to protect its own confidential information of a similar nature.
- d) **No Copying:** Not to reproduce or copy any Confidential Information, except as required for the permitted purpose of this Agreement.

4. Duration of Obligations

The obligations of confidentiality set forth in this Agreement shall commence on the Effective Date and shall continue for a period of one year from the date of disclosure of each specific item of Confidential Information.

5. Exceptions

The obligations of confidentiality under this Agreement shall not apply to any portion of the Confidential Information that:

- a) Was known to the Receiving Party prior to its disclosure by the Disclosing Party.
- b) Is or becomes publicly available through no fault of the Receiving Party.



- c) Is rightfully received by the Receiving Party from a third party without any obligation of confidentiality.
- d) Is independently developed by the Receiving Party without reference to or use of the Confidential Information.

6. Return of Materials

Upon the written request of the Disclosing Party or upon the termination of discussions regarding the potential business relationship, the Receiving Party shall promptly return or destroy all materials containing or reflecting Confidential Information and provide written certification of such return or destruction.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Kingdom of Saudi Arabia.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

9. Amendment and Waiver

No amendment or modification of this Agreement shall be valid or binding unless it is in writing and signed by both Parties. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. Execution

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

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

Disclosing Party:

Signature: _____

Printed Name: _____

Date: _____

Receiving Party:

Signature: _____

Printed Name: _____

Date: _____