## CONFIDENTIALITY

## AND NON-DISCLOSURE AGREEMENT

 **Between**

**[---------------------]**

**And**

 **[---------------------]**

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is entered on [--------- 2017], by and between:

1. **[-----------------------] SAL/SARL,** a Disclosing Party duly registered and validly existing under the laws of Lebanon, having elected domicile for the purpose of this Agreement at ----------------- ---------------------------------, and duly represented by its Chairman- General Manager/ Director [Mr. /Mrs. --------].

 **(Hereinafter referred to as the “Disclosing Party”)**

# AND,

1. **[…]**, having elected domicile for the purpose of this Agreement at--------------------------------------------------------------------------------------------------------------------.

 **(Hereinafter referred to as the “Receiving Party”)**

The Disclosing Party and the Receiving Party are hereinafter jointly referred to as the “**Parties**” and individually as the “**Party**”.

**PREAMBLE**

**WHEREAS**, the Disclosing Party is a [*Lebanese joint stock Disclosing Party/Limited Liability Disclosing Party*] which main object is, **[----------------]**;

**WHEREAS,** the Receiving Party may have access to the Confidential Information as defined below;

**WHEREAS**, the Parties believe it is in their mutual interest to ensure that all such Confidential Information will be safeguarded and carefully protected by the Receiving Party;

**NOW, THEREFORE**, in consideration of the premises hereof, and the mutual obligations herein, the Parties, intending to be legally bound, agree as follows:

### ARTICLE 1 PRELIMINARY PROVISION

The here above Preamble constitutes an integral part of this Agreement.

**ARTICLE 2** **OBJECT OF THIS AGREEMENT**

* 1. By virtue of this Agreement, the Receiving Party has agreed to treat confidentially the information that the Disclosing Party, its agents or its representatives (including attorneys and technical and financial consultants) furnish to the Receiving Party or its directors, officers, employees, agents, consultants, prospective bank or institutional lenders, affiliates or representatives of its agents (all the foregoing collectively referred to as the “**Representatives**”), whether furnished before or after the date of this Agreement (collectively, the **“Confidential Information”**).
	2. The term "Confidential Information" as used in this Agreement shall mean any and all data and information in whatever form related to the Disclosing Party whether disclosed or gained verbally, by observation or in writing, or via computer diskettes, compact disks, computer files of all kinds or through any other tangible or intangible medium whatsoever, documentation and transcript records. Confidential Information shall include but shall not be limited to, any and all matters and information of whatever nature in relation to the Disclosing Party, any and all information and materials in Disclosing Party’s possession or under its control, data of whatever kind of the Disclosing Party and/or whether, technical and non-technical, operational, organizational, financial, banking, staff, management, marketing, and other information, objectives and plans, future and proposed services, know-how, patent, copyright, and proprietary information, equipment, inventions and ideas, communications’ data, presentations, animations, any computer software, applications and programs of whatsoever kind, research and research projects. Confidential Information shall also include any information which can be obtained by examination testing or analysis of any such hardware, any component or part thereof, and software or material samples, provided or given access to the Receiving Party and/or that will be disclosed to the Receiving Party by the Disclosing Party or otherwise will be known and/or learned by the Receiving Party. All records, files, analyses, documents, printouts, processes, designs, file layouts, technical bulletins, manuals, research, inventions, ideas, products, trade secrets and discoveries reasonably related to the Disclosing Party’s business or products and services of the Disclosing Party that have not previously been publicly released by the Disclosing Party; customer information, including standard periodic financial statements and analyses, budgets, tax returns, benefit and compensation plans, contracts, customer list(s) and contact names, functional and technical specifications, drawings, , research, processes, computer programs, methods; Other valuable information of the Disclosing Party designated as confidential expressly or by the circumstances in which it is provided, including the terms of this Agreement and the fact that the Disclosing Party, one or more potential investors, clients, sponsors and/or the Receiving Party are discussing or have discussed a possible business transaction. Any copies of information including any document, electronic file, note, extract, analysis, study, plan, compilation or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Information;
	3. The definition of Confidential Information applies, without regard, whether any specific matters would be deemed confidential, material or important.
	4. Confidential Information does not include:
* Information already known or independently developed by the Receiving Party;
* Information in the public domain through no wrongful act of the Receiving Party; or,
* Information received by the Receiving Party from a third party who was under no legal obligation not to disclose it.

**ARTICLE 3 TERM**

This Agreement shall be effective as from the date of its signature by both Parties and will remain effective and in force for a period of ------ (-----) years unless the Parties earlier agree to release in writing each other’s from the terms hereof.

### ARTICLE 4 RECEIVING PARTY’S UNDERTAKINGS

The Receiving Party hereby acknowledges that:

4.1 He/She/It has been exposed to Confidential Information of the Disclosing Party, including, without limitation, specific information regarding the Disclosing Party’s Software, code, inventions, ideas, financial condition and/or the products, services and training methods and business of the Disclosing Party.

The Receiving Party hereby undertakes:

* 1. To exclusively use the Confidential Information for purposes relating to this Agreement and its enforcement and implementation.
	2. To not directly or indirectly disclose the Confidential Information (or allow it to be disclosed), in whole or in part, for its own benefits or to any third party, (including competitor(s)) or make copies unless permitted by the Disclosing Party).
	3. To inform the Disclosing Party immediately if it is aware that any Confidential Information has been disclosed to any unauthorized third party.
	4. To indemnify and hold the Disclosing Party harmless from and against all actions, claims, costs, proceedings, expenses, loss or damage which may arise directly or indirectly from the unauthorized disclosure or use of any of the Information or from any other breach of the terms of this Agreement.
	5. To return to the Disclosing Party upon its written request, any Confidential Information as per article 5 hereunder.

* 1. In the event that any Party or its agents, Representatives, affiliates, employees, officers or directors (if any) becomes legally compelled to disclose any of the Confidential Information, to provide the other Party with prompt written notice of such requirement and/or disclosure to the extent permitted by law.

**ARTICLE 5 RETURN OF CONFIDENTIAL INFORMATION**

The Confidential Information shall remain the property of the Disclosing Party, and the Disclosing Party may demand the return of or destruction of such Confidential Information at any time during the Term upon giving written notice (the “Return Notice”) to the Receiving Party. The Receiving Party as well as its affiliates and Representatives shall, within a period of 10 business days following receipt of the return notice, return all Confidential Information and destroy all copies, reproductions, and any material containing Confidential Information (both written and electronic) in its possession.

**ARTICLE 6 PATENT OR COPYRIGHT INFRINGEMENT**

Nothing in this Agreement will grant any intellectual property right and any right in the Confidential Information to the Receiving Party.

**ARTICLE 7 NON SOLICITATION**

During the Term of this Agreement the Receiving Party or any of its affiliates and Representatives shall not directly or indirectly (including through employment agencies), solicit or seek to entice away or employ any person who during said term is or was employed by the Disclosing Party.

**ARTICLE 8 DAMAGES AND COMPENSATION**

**8.1** The Parties agree that in the event that the Receiving Party (or its affiliates and Representatives, if any) violates any obligations and undertakings under this Agreement, the Receiving Party will be held accountable for compensation amounting up to USD [*amount*].

**8.2** This amount shall not be subject to any reduction or modification and shall be due automatically to the Disclosing Party without the need to any summon or request or lawsuit. This Agreement shall be deemed an enforcement deed capable of being enforced directly before the competent Enforcement Bureau, in accordance with the provisions of the Lebanese Code of Civil Procedure.

**ARTICLE 9 NON-WAIVER**

Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, and shall not preclude or restrict any further exercise of that or any other right or remedy.

# ARTICLE 10 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Republic of Lebanon. The courts of Beirut shall be solely competent to resolve any dispute between the Parties that may arise out of the interpretation or execution of this Agreement.

## ARTICLE 11 NOTICES

# All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered when delivered by hand or when mailed by registered mail or certified mail, in all cases addressed to the Party for who intended at his/her/ its address set forth above, or in each case to such other address as the Party may have furnished to the other Party in writing. Notices shall be effective upon receipt.

**ARTICLE 12 ENTIRE AGREEMENT**

**12.1** This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement supersedes all previous correspondences, negotiations, communications, representations or agreements, either verbal or written, between the Parties with respect to the subject matter hereof.

**12.2** Moreover, this Agreement shall bind the undersigned Parties and their partners, associates, employees, affiliates, subsidiaries, representatives, successors and clients.

 **ARTICLE 13 COUNTERPARTS**

This Agreement has been executed in two original copies, one original copy to be kept by each party.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement on the day set forth above.

###### AS TO DISCLOSING PARTY AS TO RECEIVING PARTY

**[-------------]**

Name: Name:

#### Signature: Signature:

Name:

Signature: