**NON-DISCLOSURE UNDERTAKING**

Commencement date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**To:** **Falcon Systems Commercial Company “FSCC”**

3134 Omar ibn Abdul aziz street ,Az zahra ,Riyadh.

**RE: Participation in Future potential projects**

Dear Sirs,

We acknowledge that we, and our Representatives, may be provided with certain Confidential Information by you in connection with Potential Projects and you wish to ensure that this Confidential Information remains confidential and is not used by us or any of our Representatives for any purpose other than the Potential Projects (all capitalized terms are as hereinafter defined).

1. **DEFINITIONS AND INTERPRETATION**

In this undertaking, unless the context otherwise requires:

1. “**Affiliate**” means, with respect to any person, any other person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such person; the term “control” (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;
2. “**Business** **Day**” means a day (other than a Friday or Saturday or public holidays) on which banks in The Kingdom of Saudi Arabia are open for ordinary banking business;
3. “**Confidential** **Information**” means, subject to Clause ‎3 below:
4. all business, technical, financial, operational, administrative, legal, economic and other information including the analysis or findings of such information in whatever form (including in written, verbal, visual or electronic form) relating directly or indirectly to the Potential Projects that is disclosed on or after the date of this undertaking, to us or any of our Representatives, by you or any of your Representatives in connection with the Potential Projects;
5. all information in whatever form (including in written, visual or electronic form) relating to the existence, status, progress, or outcome of the Potential Projects and the fact that discussions and negotiations may be taking place in relation to the Potential Projects;
6. any analysis, complications, forecast, or other documents prepared by FSCC of its Representatives containing or based in whole or in part on any information furnished by you or your Representatives;
7. the terms of this undertaking;
8. any other information that is identified as being of a confidential or proprietary nature and any findings, data or analysis derived from such information; or
9. all documents that contain or reflect or are generated from any of the foregoing and all copies of any of the foregoing however recorded or preserved, that are disclosed or made available (in any form or medium), directly or indirectly, by you or your Affiliates whether before, on, or after the date of this undertaking.
10. “**Representatives**” means, in relation to the undersigned, FSCC, or their Affiliates:
11. their officers, employees, and respective directors, as relevant;
12. their professional advisers who are engaged to advise in connection with the Potential Projects; and
13. any other person with whom you agree in writing that Confidential Information may be disclosed in connection with the Potential Projects;
14. “**Penal Law on Dissemination and Disclosure of Classified Information and Documents**” means the penal law on dissemination and disclosure of classified information and documents, issued by virtue of Royal Decree No. (M/35) dated 8/5/1432H;
15. references to a “person” includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organization, in each case whether or not having separate legal personality;
16. words used herein in singular also include plural where applicable;
17. words introduced by the word “other” shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things; and
18. general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words “includes” and “including” shall be construed without limitation.
19. **DUTY OF CONFIDENTIALITY**
	1. We will hold the Confidential Information secret and in strict confidence and will not disclose, reproduce, share, distribute, or make available any Confidential Information in whole or in part, directly or indirectly, (or permit any of the foregoing) to any persons except to our Representatives to the extent that such disclosure, reproduction or distribution is strictly necessary for the purposes of the Potential Projects and in accordance with this undertaking.
	2. We will not copy, share, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the purpose of the Potential Projects and in accordance with this undertaking, and not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside our usual place of business.
	3. Neither we nor any of our Representatives will, without your prior written consent, use any Confidential Information for any purpose other than the Potential Projects or make, permit or assist any other person to make any public announcement in relation to the Potential Projects.
	4. The undertakings given by us in this undertaking are given on our own behalf and on behalf of each of our Representatives to whom Confidential Information has been disclosed. We shall ensure that each of our Representatives to whom the Confidential Information has been disclosed adheres to the terms of this undertaking as if it had entered into this undertaking directly (notwithstanding that it is not a signatory hereto) and we are liable for our Representatives’ actions or omissions that may breach or result in a breach of any of the terms of this undertaking.
20. **PERMITTED DISCLOSURE**
	1. Confidential Information shall not include information which we can establish to your reasonable satisfaction that:
21. is, at the time of disclosure to us or one of our Representatives, or subsequently becomes, public knowledge (other than as a direct or indirect result of the information being disclosed in breach of this undertaking) and could be obtained by any person with no more than reasonable diligence;
22. was known to us or one of our Representatives before the date of disclosure with respect to any Potential Project and such person was not under any obligation of confidence in respect of that information; or
23. we or one of our Representatives found out from a source not connected to you or any of your Representatives and which is not under any obligation of confidence in respect of that information.
	1. The non-disclosure obligations in this undertaking shall not apply to any disclosure of Confidential Information that is required by any law or regulation, any stock exchange or competent governmental or regulatory authority or subpoena or any order of any court of competent jurisdiction. In such event, we shall: (i) promptly notify you of the existence, terms and circumstances surrounding such a request; (ii) consult with you on the advisability of taking steps to resist or narrow such request; (iii) if disclosure of such Confidential Information is required, furnish only such portion of the Confidential Information as we are advised by our legal counsel is legally required to be disclosed; and (iv) cooperate with you in the efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information that is required to be disclosed.
24. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

Where you, in your sole discretion, at any time, so demand in writing, we and each of our Representatives will promptly and no later than (5) Business Days destroy, erase, or return to you (at your sole election) any documents (and any copies) containing Confidential Information in soft or hard copies (or any other format including electronic forms and data storage or any device), in each case to the extent reasonably practicable, provided that we shall be entitled to retain copies of the Confidential Information which we are required to retain by law, provided that the retention of such materials remain governed by the terms of this undertaking. In the event that the documents are destroyed, we shall promptly certify to you in writing that such destruction has occurred (subject to the foregoing).

1. **GENERAL**
	1. Without prejudice to the **Penal Law on Dissemination and Disclosure of Classified Information and Documents**, the obligations in this undertaking apply from the Commencement date and will continue in perpetuity.
	2. You reserve all the rights in the Confidential Information, the disclosure of which to us does not give us or any other person any license or right beyond the rights expressly stated in this undertaking.
	3. This undertaking applies to all Confidential Information provided by you in respect of the Potential Projects. We acknowledge that you may require further undertakings from us in respect of the Confidential Information from time to time.
	4. We understand and acknowledge that neither FSCC nor its Representatives is making any representation or warranty of any kind, whether express or implied, made with respect to the Confidential Information including as to its truth, accuracy or completeness, and neither FSCC nor its Representatives will have any liability to us or any other person for any claim, loss or damage of any kind or nature whatsoever arising out of or in connection with the Confidential Information.
	5. We hereby confirm that we are not acting as a broker for or a Representative of any person considering the Potential Projects with FSCC for their own account.

We hereby confirm that neither us, nor any of our Representatives who receive Confidential Information hereunder (acting on our behalf) have entered into, directly or indirectly, in any agreements, arrangements, or understanding with any person (other than agreements, arrangements, or understanding between us and our Representatives) with respect to the Potential Projects with FSCC, and we hereby agree that, without your prior written consent, neither we nor any of our Representatives who receive Confidential Information hereunder (acting on our behalf) with respect to the Potential Projects with FSCC will enter into, directly or indirectly, any discussions, negotiations, agreements, arrangements, or understandings with any person (other than discussions, negotiations, agreements, arrangements, or understandings between us and our Representatives to whom it is permitted to disclose the Confidential Information in accordance with this undertaking) with respect to the Potential Projects with FSCC.

* 1. Without prejudice to any other rights or remedies that we each may have, we acknowledge and agree that a person with rights under this undertaking may be irreparably harmed by any breach of the terms of this undertaking and that damages alone may not be an adequate remedy. Accordingly, a person bringing a claim under this undertaking shall be entitled to, without proof of special damages to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this undertaking.
	2. We agree that no failure or delay by you in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
	3. With the exception of Clause ‎2.4 above, we may not assign or transfer this undertaking or any of our rights or obligations hereunder without your prior written consent.
	4. No variation or amendment of this undertaking shall be valid unless with your prior written consent.
	5. Any notice or other communication given under this undertaking or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in English and must be delivered by hand, registered mail, internationally recognized air courier services, or email to the designated person of FSCC or the undersigned with acknowledgment of receipt at the respective address below:

### Falcon Systems Commercial Company

 For the attention of: **Saeed Al zahrani** – Chief Executive Officer.

3134 Omar ibn Abdul aziz street ,Az zahra ,Riyadh.

### E-mail: saeedalzahrani@falconsysco.com

### [insert name of counterparty]

### For the attention of: [insert the name of the counterparty representative]

### [insert full name of counterparty]

### [insert mailing address of counterparty]

### Telephone: [insert phone number]

### E-mail: [insert e-mail address]

* 1. This undertaking shall supersede all prior written and verbal agreements of the Parties entered into with regard to the treatment of Confidential Information under this undertaking.
	2. If any provision or part-provision of this undertaking is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of this undertaking.
	3. This undertaking shall be governed by and construed in accordance with the laws of The Kingdom of Saudi Arabia and shall be subject to the exclusive jurisdiction of the courts of The Kingdom of Saudi Arabia.

Yours faithfully,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 (*signature*)

For and on behalf of [insert company name and description of entity], [insert description: establishment, limited liability company or joint stock company] incorporated pursuant to the laws of [insert the relevant law] and registered in [insert authority or city] under [insert type of license/ commercial register] number [insert number] dated [insert date], having its head office address at [insert physical address],
P.O. Box [insert number], Post Code [insert number], [insert city], [insert country].

Name: [insert name]

Title: [insert job title]