



## CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, between | **SAUDIA** |, hereinafter referred to as */Client/*, and ~~Resemble Systems~~ hereinafter referred to as */Service Provider or Vendor/*. Saudia and Company are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

### WITNESSETH:

**WHEREAS**, */Client/* will be making available to */Service Provider or Vendor/* certain information which is proprietary and confidential to */Client/*, each Party may disclose (each Party when disclosing information shall be referenced as */Disclosing Party/*, and each Party may receive each Party when receiving information shall be referenced as */Recipient/*, and

**WHEREAS**, */Client/* desires that */Service Provider or Vendor/* keeps confidential and not discloses to any third parties any confidential information made available to */Service Provider or Vendor/* by */Client/*.

**NOW THEREFORE**, the parties hereto agree as follows:

1. */Service Provider or Vendor/* acknowledges that all material and information supplied by */Client/* which has or will come into */Service Provider or Vendor's* possession or knowledge in connection with the service request, is to be considered */Client's* confidential and proprietary information (the "Confidential Information"). By way of illustration, but not as a limitation, Confidential Information includes the deliverables, trade secrets, processes, data, know-how, marketing plans, forecasts, unpublished financial statements, budgets, licenses, prices, costs, and employee and customer lists. */Service Provider or Vendor's* undertakings and obligations under this confidentiality agreement will not apply, however, to any Confidential Information which: (i) is or becomes generally known to the public through



no action on | *Service Provider or Vendor*'s part, (ii) is generally disclosed to third parties by | *Client*| without restriction on such third parties, (iii) is approved for release by written authorization of | *Client* |, or (iv) is required to be disclosed by order of court or by law (after first having notified the | *Client*| where permitted to do so). Upon termination of | *Service Provider or Vendor*'s work related to the service request or at any other time upon request, | *Service Provider or Vendor*| will promptly deliver to | *Client*| all notes, memoranda, notebooks, drawings, records, reports, files, and other documents (and all copies or reproductions of such materials) in its possession or under its control, whether prepared by | *Service Provider or Vendor*| or others, which contain Confidential Information. | *Service Provider or Vendor*| acknowledges that Confidential Information is the sole property of | *Client*|. | *Service Provider or Vendor*| agrees that disclosure of such information to, or use by, third parties, either during or after this agreement, will cause | *Client*| irreparable damage. | *Service Provider or Vendor*| agrees to use best efforts to hold Confidential Information in the strictest confidence, not to make use of it other than for the performance of its obligations hereunder and for purposes of the | *service request*|, to release it only to the | *Service Provider or Vendor*'s employees or contractors and those of the | *Service Provider or Vendor*'s group companies with a need to know such information and not to release or disclose it to any other party. | *Service Provider or Vendor*| further agrees not to release such information to any employee or contractor who has not signed a written agreement between | *Service Provider or Vendor*| and the employee expressly binding the employee not to use or disclose the Confidential Information, except as expressly permitted herein. | *Client*| shall be listed as a third-party beneficiary of any such agreement. | *Service Provider or Vendor*| will notify | *Client*| in writing of any circumstances within its knowledge relating to any unauthorized possession, use, or knowledge of such Confidential Information. At any time, upon request, | *Service Provider or Vendor*| will return any such information within its possession to | *Client*|.

2. | *Service Provider or Vendor*| acknowledges that | *Client*'s purpose in pursuing its services is to gain a significant competitive advantage over competitors and that such advantage will be jeopardized if such competitors learn of | *Client*'s negotiations with | *Service Provider or Vendor*| or the performance by | *Service Provider or Vendor*| of its obligations hereunder. Accordingly, | *Service Provider or Vendor*| agrees to keep such negotiations



and performance of its obligations hereunder strictly confidential and not to disclose any information to any third party or entity without the prior written permission of /Client/ except when using /Client/ as a reference in marketing |Service Provider or Vendor's services without disclosing any Confidential Information or where required by an order of court or by law (after first having notified the /Client/ where permitted to do so) . This Agreement shall not restrict or prevent the |Service Provider or Vendor| from providing services or products to any competitor of the |Client/, as long as he fully complies with the conditions of the agreement.

3. |Client| states he, for all material handed in by and explicitly denoted as confidential by |Service Provider or Vendor|, will use best efforts to hold it in the strictest confidence, to release it only to the |Client's employees or contractors and those of the |Client's group companies with a need to know such information and not to release or disclose it to any other party.
4. This Agreement is NOT an offer, an acceptance, or a contract to negotiate or enter into any other relationship or transaction and none of the Parties shall be under any obligation or commitment to enter into any further agreement with regard to the Permitted Uses merely by reason of the execution of this Agreement.
5. This agreement is governed by the laws designated in the contract. Else by law of Saudi Arabia.
6. No amendments, changes or modifications to this Agreement shall be valid unless the same are in writing and signed by a duly authorized representative of each of the Parties hereto. An agreement between the parties which purports to govern the confidentiality of information exchanged by the parties and does not expressly or otherwise by its terms contemplate the Permitted Uses or purport to amend this Agreement shall not be effective to modify or contradict the terms of this Agreement with respect to the Permitted Uses.



7. The | *Service Provider or Vendor* acknowledges that certain Information may be as sensitive as to require special handling procedures and obligations in addition to those set forth in this Agreement. In such event, the Parties may execute from time to time supplements to this Agreement identifying such Information and the special procedures and obligations relating to the disclosure thereof.
8. This Agreement may not be assigned by either Party without the prior written consent of the other which consent may be unreasonably withheld.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

| *Service Provider or Vendor* |

| *Client* |

Name Arjun Chandran

Name \_\_\_\_\_

Signature ArjunChandran

Signature \_\_\_\_\_

Title Associate Software Engineer

Title \_\_\_\_\_

Date 14 January 2025

Date \_\_\_\_\_