

NON-DISCLOSURE UNDERTAKING (NDU) Checklist

Company Name	[enter company name]
INSTRUCTIONS:	Please note that all the items below are mandatory for NDU approval, so please make sure you fulfill all of them and check them off before submission.
<input type="checkbox"/>	Original Signature
<input type="checkbox"/>	Company Name
<input type="checkbox"/>	Country Establish Law
<input type="checkbox"/>	Date on Top of First Page
<input type="checkbox"/>	Notified Person/Address
<input type="checkbox"/>	Printed Name
<input type="checkbox"/>	Printed Title/Designation
<input type="checkbox"/>	Company Seal/Stamp
<input type="checkbox"/>	Signed by an authorized signatory (as stated on your Power of Attorney or equivalent document)

Submitted By	
Name	[enter name]
Signature	
Date	

Note: Send the original NDU to the following address:

Courier address:

Confidential – NDU

PSC Documentation Office (Mr. Leopoldo Sualog, III)
Emirates Nuclear Energy Corporation (ENEC)
New ENEC Headquarter Office
Masdar City,
Abu Dhabi, United Arab Emirates

Postal address:

Confidential – NDU

PSC Documentation Office (Mr. Leopoldo Sualog, III)
Emirates Nuclear Energy Corporation (ENEC)
New ENEC Headquarter Office
Masdar City, PO Box 112010
Abu Dhabi, United Arab Emirates

DATE: [enter date]

NON-DISCLOSURE UNDERTAKING

This Non-Disclosure Undertaking (this **Undertaking**) is entered into and made effective as of the date set forth above, by [enter company name], a company established under [enter Country] law, whose registered address is [enter address] (the **Undertaking Party**) in favor of Emirates Nuclear Energy Corporation (**ENEC**), a corporation established by Abu Dhabi Law No. (21) of 2009 whose registered address is PO Box 112010, Masdar City, Abu Dhabi, United Arab Emirates. Together the **Parties**.

THE UNDERTAKING PARTY, FOR GOOD AND VALUABLE CONSIDERATION THAT IS HEREBY ACKNOWLEDGED, HEREBY AGREES AND UNDERTAKES AS FOLLOWS:

1. **Confidential Information**. All information of whatever kind (including proprietary and trade secret information) disclosed by or on behalf of ENEC by any means whatsoever in respect of the development of the UAE domestic nuclear power program (the **Project**), whether such information is disclosed before, on or after the date of this Undertaking, is confidential information (**Confidential Information**).
2. **Obligations of Undertaking Party**. The Undertaking Party undertakes to maintain the confidentiality of all Confidential Information. The Undertaking Party undertakes to keep Confidential Information safe in a secure place and properly protected against theft, damage, loss and unauthorized access and undertakes to keep all documents and other materials reproducing or incorporating Confidential Information separate from its own confidential information. The Undertaking Party undertakes to use Confidential Information solely for the purposes of considering, evaluating, negotiating or concluding aspects of the Project and not for any other purpose. The Undertaking Party undertakes not to disclose any Confidential Information to any person or entity, except to the Undertaking Party's employees, directors or professional advisers, in each case who have a need to have Confidential Information disclosed to them for the purposes of their role in respect of the Project and who agree to abide by non-disclosure terms at least as comprehensive as those set forth herein. The Undertaking Party undertakes that it will be and remain liable for any unauthorized disclosure by any such person or entity.
3. **Exceptions to the Obligation of Confidentiality**. The Undertaking Party will not be liable for the disclosure of any Confidential Information which is:
 - (a) generally made available publicly by ENEC without restriction on disclosure;
 - (b) rightfully known to the Undertaking Party prior to receipt from ENEC, without any limitation on disclosure, and pursuant to a legally binding contractual obligation with a third party entitled to disclose the same; or
 - (c) required to be disclosed by law, regulation or any governmental or competent regulatory authority (including, without limitation, any securities exchange or the Federal Authority for Nuclear Regulation), provided that so far as it is lawful and practical to do so prior to disclosure, the Undertaking Party will promptly notify ENEC of such requirement with a view, so far as is reasonably practical, to providing the opportunity for ENEC to:
 - (i) contest, at its own cost and expense, such disclosure by the Undertaking Party; or
 - (ii) agree with the Undertaking Party the proposed form, timing, content and purpose of the disclosure.
 - (d) is independently developed by the Undertaking Party who had no direct or indirect access to, or knowledge of, such Confidential Information.
4. **No Obligation of Disclosure (Return or Destruction of Confidential Information)**. The Undertaking Party acknowledges and agrees that ENEC has no obligation to disclose Confidential Information to the Undertaking Party, and that ENEC may, at any time:
 - (a) cease giving Confidential Information to the Undertaking Party without any liability; and/or
 - (b) request in writing the return or destruction of all or part of any Confidential Information previously disclosed, and all copies thereof, and the Undertaking Party undertakes that it will, at its own expense comply promptly with such request and, if so requested, certify in writing its compliance.

Without prejudice to the foregoing, the Undertaking Party shall not be required to expunge Confidential Information from any computer, word processor or other similar device storing Confidential Information in electronic format, provided that the confidentiality of such electronically stored Confidential Information continues to be maintained by the Undertaking Party in accordance with the terms of this Undertaking and is not at any time copied, reproduced or summarized.

5. **Announcements.** Subject to Section 2 and 3(c) above, the Undertaking Party undertakes that without ENEC's prior written consent, it will not reveal to any person or entity or otherwise announce:
 - (a) the existence of this Undertaking;
 - (b) that negotiations or discussions between the Parties about any aspect of the Project are (or were) either under consideration or taking place;
 - (c) the status or progress of such negotiations or discussions (including termination thereof); or
 - (d) that Confidential Information has been received.
6. **Survival of Obligation of Confidentiality.** All Confidential Information shall be safeguarded by the Undertaking Party as required herein for a period of five (5) years from the date of disclosure. It is further agreed by the Undertaking Party that all Confidential Information disclosed to it under the non-disclosure undertaking executed by it on [enter date] in favor of ENEC shall be safeguarded for an additional period of five (5) years from the date of this Undertaking.
7. **General.**
 - (a) This Undertaking is not intended to, nor will it be construed as creating any obligation whatsoever on the part of either of the Parties to (i) buy or sell goods or services or provide advisory or consulting services using or incorporating Confidential Information; or (ii) consider, evaluate, negotiate or conclude any aspect of the Project.
 - (b) The Undertaking Party will inform ENEC promptly if it becomes aware that Confidential Information has been disclosed to any person or entity, other than those permitted herein.
 - (c) The Undertaking Party acknowledges that Confidential Information disclosed hereunder may be subject to and/or covered Article 379 of the UAE Penal Code.
 - (d) The Undertaking Party understands and acknowledges that no license under any patents, copyrights or trademarks is granted to or conferred upon it by this Undertaking or by the disclosure of any Confidential Information as contemplated hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any license in respect of such intellectual property rights must be express and in writing.
 - (e) Without affecting any other rights or remedies that ENEC may have, the Undertaking Party acknowledges that ENEC may be irreparably harmed by any breach of the terms of this Undertaking and that damages alone may not necessarily be an adequate remedy. Accordingly, the Undertaking Party hereby acknowledges that injunctive relief, specific performance or other equitable relief in favor of ENEC may be an appropriate and necessary remedy for any threatened or actual breach of the terms of this Undertaking.
 - (f) The Undertaking Party acknowledges that ENEC is required to adhere to the highest standards of safety, security and non-proliferation in developing a peaceful nuclear program in the UAE. Any unauthorized disclosure of Confidential Information may result in the Undertaking Party contravening laws in the UAE or elsewhere.
 - (g) The Undertaking Party acknowledges that ENEC's failure to enforce any right resulting from breach of any provision of this Undertaking will not be deemed a waiver of any right relating to that breach or a subsequent breach of such provision or of any other right hereunder.
 - (h) This Undertaking constitutes the sole and entire Undertaking between the Parties with respect to the use and disclosure of Confidential Information relating to the Project. This Undertaking supersedes any and

all prior or contemporaneous oral or written Undertakings, negotiations, communications, understandings and terms, whether express or implied, regarding Confidential Information its use and disclosure, and may not be amended except in writing signed by a duly authorized representative of the respective Parties.

- (i) The Undertaking Party agrees and acknowledges that ENEC disclaims all warranties regarding Confidential Information disclosed pursuant to this Undertaking, including all warranties as to the accuracy, completeness or utility of such Confidential Information. The Undertaking Party acknowledges and agrees that (except as may otherwise be provided in any future Undertaking regarding the Project) ENEC will have no liability to the Undertaking Party or to any other person or entity resulting from the use of, or reliance on, any Confidential Information by the Undertaking Party or such other person or entity. The foregoing does not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.
- (j) In the event that any provision of this Undertaking is or at any time becomes to any extent or in any circumstance illegal, invalid or unenforceable for any reason, that provision shall to that extent be deemed not to form a part of this Undertaking but the remaining provisions shall not be affected or impaired and shall be valid and enforceable to the fullest extent permitted by law.
- (k) This Undertaking is personal to the Parties and may not be assigned or transferred to any third party without ENEC's prior written consent.
- (l) The Undertaking Party agrees and acknowledges that ENEC discloses Confidential Information without waiver of confidentiality and/or legal privilege which attaches to any of the Confidential Information.
- (m) The Undertaking Party acknowledges that ENEC has implemented its Anti-Fraud and Misconduct Program (AFMP). The AFMP includes a whistleblowing hotline and reporting guidelines located on ENEC's website at www.enec.gov.ae via the "Reporting" link located in the footer of the home webpage.
- (n) A notice or other communication given under or in connection with this Undertaking shall be given in writing, in the English language; and sent to the relevant Party's Notified Address or such other Notified Address as ENEC or the Undertaking Party (as applicable) may, by written notice, substitute for their Notified Address set out below:

ENEC Notified Address	Undertaking Party Notified Address
ATTENTION: General Counsel Emirates Nuclear Energy Corporation PO Box 112010, Masdar City, Abu Dhabi, United Arab Emirates	ATTENTION: [enter department] [enter address]

8. **Handling of Export Controlled Information.** The Undertaking Party acknowledges that ENEC is in possession of certain export controlled information, the handling and distribution of which is subject to certain further restrictions based on the laws of the country of origin of such information (**Export Controlled Information**). Recognizing the commitment of the UAE Civilian Nuclear Energy Program to the highest standards of transparency and non-proliferation, the Undertaking Party agrees to abide by such further restrictions on handling of Confidential Information received from ENEC that is marked "export controlled" (or similar) as may be advised by ENEC from time to time. The Undertaking Party shall ensure that all employees, directors and professional advisers of the Undertaking Party who may have access to Export Controlled Information sign non-disclosure agreements containing the same restrictions as set out in this paragraph.
9. **Governing Law and Jurisdiction.** This Undertaking and the relationship between the Parties is governed by and construed in accordance with English law. Any disputes under or in connection with this Undertaking, including as to its existence, validity, interpretation, performance, breach or termination, shall be finally resolved by arbitration under the Rules of Arbitration of the London Court of International Arbitration before a tribunal of one arbitrator. The seat of arbitration shall be England and the language of arbitration English. For the avoidance of doubt, the reference to arbitration in this Section 9 is not intended to and does not deprive any court of competent jurisdiction of its ability to issue an injunction or other forms of protective and interim relief.

UNDERTAKEN:

Signature:

Print Name: [enter name]

Designation: [enter designation]

For and on behalf of:

[enter company name]

[enter address]

Apply Company
Stamp
(UAE Companies Only)