

Non-Disclosure/Confidentiality Agreement

Non-Disclosure/Confidentiality Agreement

It is understood and agreed to that the Discloser and the Recipient would like to exchange certain information that may be considered confidential. To ensure the protection and security of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by Discloser under this Agreement ("Confidential Information") can be described as and includes:

Technical and business information relating to Discloser's proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

In addition to the above, the Recipient shall have a duty to protect, other confidential and/or sensitive information which is disclosed by Discloser in:

- (a) writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or
- (b) any other manner and identified as confidential at the time of disclosure (orally disclosed information; whether reduced to written form or not, is identified as Confidential Information) or reasonably understood under the circumstances to be confidential information.

2. Recipient shall use the Confidential Information only for the purpose of Ma'aden Project Solid.
3. Recipient shall limit disclosure, exchange and/or dissemination of Confidential Information within its own organization and affiliates to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information. Recipient shall be responsible for the compliance of its affiliates, directors, officers, partner, members and/or employees with the terms of this agreement.
4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information:

Non-Disclosure/Confidentiality Agreement



- (a) that was in Recipient's possession before receipt from Discloser;
 - (b) is or becomes a matter of public knowledge through no fault of Recipient;
 - (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser;
 - (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of Discloser; or
 - (e) is independently developed by Recipient, without use of the Discloser's Confidential Information.
5. Upon written request, the Recipient shall return to Discloser all copies of such Confidential Information or shall destroy it and certify in writing the destruction process. Termination shall not, however, affect Recipient and Discloser obligations of non-disclosure contained herein with respect to Confidential Information delivered hereunder or the terms of non-dissemination enumerated hereunder prior to termination.
6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.
7. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
8. Neither party shall be liable to the other in any manner whatsoever for any decisions obligations, costs or expenses incurred, changes in business practices, plans, organization products, services, or otherwise, based on either party's decision to use or rely on an information exchanged under this Agreement.
9. This Agreement states the entire agreement between the parties concerning the disclosure Confidential Information and supersedes any prior agreements, understandings, representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This agreement must not be assigned by either party without the written consent of the other party.

Non-Disclosure/Confidentiality Agreement



10. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
11. Recipient agrees that the Confidential Information of the Discloser is and shall remain the property and asset of the Discloser.
12. If Recipient is required by applicable law, regulation, order of legal process to disclose any Confidential Information, Recipient will provide Discloser with prompt notice of such request or requirement and Recipient will use reasonable efforts to ensure that all Confidential Information as disclosed is treated confidentially.
13. Each party hereby acknowledges and agrees that the Disclosing Party makes no warranties, express or implied, as to the Confidential Information.
14. Either party desiring to issue a news release, advertisement or other form of publicity concerning efforts in connection with this Agreement, shall obtain the prior written approval of the other party prior to the release of any such publicity. After one year from completion project date, each party has the right to release of any such publicity without approval. The provisions of this paragraph shall survive the termination of this Agreement for any reason.
15. This Agreement shall come into force on the date of signature by both Parties and shall remain in force for a period of three (3) years. Each Party may, however, terminate this Agreement at any time by giving one (1) month Written notice by registered mail to the other Party. The Receiving Party's obligations contained in this Agreement to keep confidential and restrict use of the Disclosing Party's Confidential Information shall survive termination of this Agreement for a period of five (5) years.
16. This Agreement shall be governed by the Laws of the Kingdom of Saudi Arabia and shall be subject to the exclusive jurisdiction of the Saudi courts. Any dispute arising in connection with

Non-Disclosure/Confidentiality Agreement



or out of this Agreement, which the parties cannot settle amicably, shall be finally settled by arbitration in accordance with the arbitration rules of the Kingdom of Saudi Arabia. The Arbitration will be held at Riyadh and conducted in the English language.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

RECIPIENT OF CONFIDENTIAL INFORMATION:

DISCLOSER OF CONFIDENTIAL INFORMATION:

Name: Sujit Kumar Swain
Title: System Engineer
Company: IBM India Private Limited
Signature: *Sujit K. Swain*
Date: 20/6/2019

Faisal Al-Zayat
Manager, ICT ERP Applications
Saudi Arabian Mining Company
Signature:
Date: