

## **NON-DISCLOSURE AGREEMENT (Confidentiality Agreement)**

**Date:** [...../...../2026] **Place:** Cairo, Arab Republic of Egypt

**Parties:** **Disclosing Party** (Owner of the Confidential Information): [Full Name / Company Name], [Legal Entity Type: e.g., Joint Stock Company / Individual], Commercial Registration No. [.....] (if applicable), Address: [Full Address], represented by [Name and Title of Legal Representative].

**Receiving Party:** [Full Name / Company Name], [Legal Entity Type], Commercial Registration No. [.....] (if applicable), Address: [Full Address], represented by [Name and Title of Legal Representative].

**Purpose:** The Parties enter into this Agreement to enable the Disclosing Party to disclose Confidential Information to the Receiving Party solely for the purpose of [describe the purpose precisely, e.g., evaluating a potential business collaboration / investment opportunity / employment discussions / joint project / consultancy services].

**Article 1: Definition of Confidential Information** "Confidential Information" means all data, information, documents, know-how, trade secrets, business plans, financial data, customer lists, software, designs, technologies, contracts, or any other materials (whether written, electronic, oral, visual, or in any other form) disclosed by the Disclosing Party to the Receiving Party, which are designated as confidential or which, by their nature, should reasonably be considered confidential. This includes any copies, derivatives, or analyses thereof.

**Article 2: Obligations of the Receiving Party** The Receiving Party undertakes to:

1. Not disclose or reveal any part of the Confidential Information to any third party without the prior written consent of the Disclosing Party.
2. Use the Confidential Information **exclusively** for the Purpose stated above and not for any other purpose (including competitive activities).
3. Take all reasonable measures to protect the confidentiality of the Confidential Information (such as encryption, access restrictions, secure storage), at a level no less than that used to protect its own confidential information.
4. Permit access only to its employees, agents, or advisors who have a legitimate need to know for the Purpose, provided they are bound by equivalent confidentiality obligations.

5. Upon termination of the Purpose, expiry of this Agreement, or upon written request of the Disclosing Party, promptly return or destroy (and provide written proof of destruction) all copies or materials containing Confidential Information.

**Article 3: Exceptions** The obligations hereunder shall not apply to information that:

1. Becomes publicly known through no fault or breach by the Receiving Party.
2. Was already lawfully known to the Receiving Party prior to disclosure (with reasonable written proof).
3. Is lawfully obtained from a third party without any confidentiality obligation.
4. Is required to be disclosed by law, court order, or regulatory authority (provided the Receiving Party notifies the Disclosing Party promptly in advance, where legally permitted, to allow the Disclosing Party to seek protective measures).

**Article 4: Duration** This Agreement shall remain in force for a period of [..... years] (typically 3–5 years) following the termination of the Purpose or the relationship between the Parties, and shall continue indefinitely with respect to true trade secrets that retain their confidential value.

**Article 5: Remedies for Breach** In the event of any actual or threatened breach:

- The Disclosing Party shall be entitled to claim compensation for all actual and moral damages in accordance with Articles 163 et seq. of the Egyptian Civil Code (Law No. 131/1948).
- The Disclosing Party may seek injunctive relief (temporary or permanent) from the competent courts to prevent disclosure or misuse.
- The Receiving Party shall bear all legal costs, court fees, and expert expenses arising from the breach.

**Article 6: Governing Law and Jurisdiction** This Agreement shall be governed by and construed in accordance with the laws of the Arab Republic of Egypt, in particular the **Egyptian Civil Code No. 131 of 1948** (as amended and in force) and other applicable Egyptian laws. The **Economic Courts of Cairo** (or the competent ordinary courts as per jurisdiction rules) shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

**Article 7: Miscellaneous Provisions**

- This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.

- No amendment shall be effective unless made in writing and signed by both Parties.
- If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force.
- This Agreement is executed in two original copies of equal legal effect.

### **Signatures**

Disclosing Party: \_\_\_\_\_ Name: ..... Date:  
.....

Receiving Party: \_\_\_\_\_ Name: ..... Date:  
.....

### **Witnesses (Optional, for added evidentiary strength):**

1. \_\_\_\_\_
2. \_\_\_\_\_