NON-DISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT **“Agreement”** is entered into this by and between:

**Is the first party an entity or an individual?**

**(If the first party is an entity) What is the name of the entity?** a registered at the commercial register No. **What is the commercial register number?** having its registered office at **In which registered office was the entity registered?**

Represented here by **Who represents the entity as the manager?** as the manager.

**(If the first party is an individual) What is the name of the individual?** residing at **Where is the individual residing?** holding ID number **What is the ID number of the individual?** Hereinafter referred to as the **“First Party”** (as well as all its divisions, subsidiaries, affiliates, and/or franchisees)**;** and

# Is the second party an entity or an individual

**(If the second party is an entity) What is the name of the entity?** a registered at the commercial register No. **What is the commercial register number?** having its registered office at **In which registered office was the entity registered?**

Represented here by **Who represents the entity as the executive manager?** as the Executive manager.

**(If the second party is an individual) What is the name of the individual?** residing at **Where is the individual residing?** holding ID number **What is the ID number of the individual?**

Hereinafter referred to as the **“Recipient/ Second Party”** (as well as all its divisions, subsidiaries, affiliates, and/or franchisees).

For the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below) which the First Party and the Recipient may disclose to the other herein while pursuing the establishment of a business relationship or negotiating and/or transacting and/or transacting any contract or agreement between them.

"Party" or "any party", shall be considered as a party in this Agreement including the legal representatives of each party, its heirs and assignees, or terms such as "parties in this Agreement, the Parties, and the Parties of this Agreement shall be considered as a party in this Agreement.

**Definitions:**

**Confidentiality**: As used in this Agreement, "Confidential Information" refers to all information disclosed by the First Party to Recipient, including any information disclosed prior to the date of this Agreement, and including without limitation information acquired by the Recipient in writing or orally, graphic, or electronic form, relating to (without limitation) the First Party’s prototypes, data, future and proposed services, knowhow, actual and anticipated research, developments, services, processes, concepts, ideas, designs, personnel, customers, markets, sales and marketing plans, copyrights, diagrams, computer programs, studies, work in process, proprietary information, techniques, pricing, strategies, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, future business plans, confidential information disclosed to the First Party by third parties, and any other information which is proprietary and confidential.

**IT IS THEREFORE HEREBY AGREED:**

In consideration of the parties’ mutual disclosure of Confidential Information, the parties hereto agree and covenant as follows:

1. To maintain in confidence the existence of this Agreement and the fact, if applicable, that the parties are pursuing a business relationship.
2. To hold and maintain the Confidential Information in the strictest confidence and trust of the sole and exclusive benefit of the party making the disclosure thereof
3. The First Party shall send to the Recipient the required data and information, which shall be requested by the Recipient for **What is the of the NDA?**
4. Not to use any of the Confidential Information for any purpose other than in connection with the business relationship of the parties hereto including but not limited to obtaining the approvals from the concerned authorities. To the extent that one party or the other presents an idea, then such idea shall be considered the Confidential Information of such party (except as specifically excluded hereinbelow). To the extent that any idea is presented by one party but enhanced and developed by both parties, then such idea shall be considered the Confidential Information of both parties.
5. To carefully restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need access in order to participate on behalf of the party in the analysis, negotiation, and/or transaction of a business relationship or of any contract or agreement, or the advisability thereof. Each party further warrants and represents that it will advise each of the persons to whom it provides access to any of the Confidential Information under the foregoing sentence that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the other, any of the Confidential Information.
6. At the termination of any business relationship of the parties hereto, or upon the disclosing party’s request, promptly return to the disclosing party or destroy all documents or other tangible materials containing and/or embodying any of the Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof, and the expunging of such information from any computer, word processor or other device containing it), regardless of the person causing the same to be in such form, and the receiving party will certify that the provisions of this paragraph have been complied with, provided, that the receiving party may retain such documents and records as are required to be maintained in order to satisfy any law, rule or regulation to which the receiving party is subject.
7. This Agreement shall continue in full force and effect for a period of three (3) years to commence on the date first above written, except, further, all Confidential Information shall remain in confidence for a period of three (3) years after the expiration of the term of this Agreement. All Confidential Information shall be held in confidence by both parties and shall not be disclosed to or through any third party, and shall be protected with the same degree of care as each party normally uses in the protection of its own confidential and proprietary information, except that any described obligation shall not extend to:

* Information, specifically including but not limited to joint market ideas that are brought to either party from a third source, and which may be similar in nature to any information discussed by the parties hereto in the course of their discussions.
* Information that, at the time of disclosure, or after disclosure, becomes generally known or available to the public other than a consequence of the receiving party’s breach of this Agreement.
* Information that was known or otherwise available to the receiving party prior to the disclosure by the disclosing party.
* Information disclosed by a third party to the receiving party after the disclosure by the disclosing party if such third party’s disclosure neither violates any obligation of the third party to the disclosing party nor is a consequence of the receiving party’s breach of this Agreement.
* Information that is independently developed by the receiving party without reference to the Confidential Information.
* Information on that the disclosing party authorizes, in writing, for release.

1. Each Party understands and acknowledges that any actual or threatened disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause irreparable harm, the amount of which may be difficult to ascertain, and, therefore, agrees that the disclosing party shall have the right to apply to a court of competent jurisdiction for an order restraining any such threatened or further disclosure or misappropriation and for such other relief as such party shall deem appropriated. Such right is to in addition the remedies otherwise available at law or in equity.
2. If either party hereto is requested or ordered (by the oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any of the Confidential Information disclosed, such party shall notify the disclosing party of such request so that such party may consider seeking a protective order. If the receiving party would, in the opinion of the receiving party’s legal counsel, be liable for contempt or suffer other censure or penalty if it did not disclose the Confidential Information, then the receiving party may disclose such Confidential Information in accordance with such request or order without liability hereunder, but the receiving party’s obligation to otherwise not disclose the Confidential Information shall, subject to the terms of this Agreement, continue in full force and effect.
3. That no failure or delay by the disclosing party in exercising any right, power, or privileges hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof or the exercise of any right, power, or privilege hereunder.
4. That nothing contained in the Agreement shall create with respect to either party any obligation of any nature other than as specifically set forth herein. This Agreement only relates to the confidential treatment of information furnished by the parties to each other and creates no obligation on the part of either party to further discuss or negotiate any business relationship or any other matter.
5. This Agreement shall be governed by and construed in accordance with the laws of Egypt Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
6. All obligations of the receiving party and rights of the disclosing party expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.
7. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney’s fees (including, without limitation, the allocated costs for services of in-house counsel).
8. This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to this Agreement.

FIRST PARTY:

Name:----------

Chairperson: --------

Date: -------

RECIPIENT/ SECOND PARTY:

Name: --------

Title: --------

Date ---------: