**THIS AGREEMENT** is made on <add date>

**BETWEEN:**

(1) **Company name** whose registered office is at xxxxxxxxxxxx P.O.Box:xx, P.Code: xx , Sultanate of Oman (hereinafter referred to as the “**Company**”); and

(2) **<Partner Company>**(registered number <nnnnn>), whose registered office is at <physical address> (the “**Second Party**”).

The Company and the Second Party shall be referred to singly as “Party” and jointly as “Parties” accordingly.

**BACKGROUND**

The Company and the Second Party have entered into discussions regarding the Proposal (as defined below) and it is envisaged that each Party may from time to time receive Confidential Information (as defined below) relating to the other Party in respect thereof. The parties have agreed that any dealings between them shall be subject to this Agreement.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

* 1. In this Agreement the following definitions shall apply:

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| “**Agents**” | means directors, officers, employees, agents, professional advisers, contractors or subcontractors; |
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| “**Confidential Information**”  “**Disclosing Party**” | means Information relating to either the Proposal, Company (or its Agents), Second Party (or its Agents) and/or the business carried on or proposed or intended to be carried on by the Disclosing Party, and which is made available for the purposes of the Proposal to the Receiving Party (or its Agents) by the Disclosing Party (or its Agents) or which is recorded in agreed minutes following oral disclosure to the Receiving Party and any other information which is otherwise made available by the Disclosing Party (or its Agents) to the Receiving Party (or its Agents), whether before, on or after the date of this Agreement, including any information, analysis or specifications derived from, containing or reflecting such Information but excluding information which:-  (a) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or  (b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or  (c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party (or its Agents), which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;  means the Party to this Agreement that discloses or make available directly or indirectly Confidential Information to the Receiving Party; |
| “**Information**” | means all information including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs in whatever form, whether in oral, tangible or in documented form and, if in tangible or documented form, whether marked or identified as being proprietary or not; |
|  |  |
| “**Proposal**”  “**Receiving Party**” | means discussions to explore the possibility of establishing a new fulfilment company in Oman and the all the services/products required to achieve this.  means the Party to this Agreement that receives or obtains directly or indirectly Confidential Information from the Disclosing Party. |

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**2. CONFIDENTIAL INFORMATION**

2.1 In consideration of the Disclosing Party making available to the Receiving Party such Confidential Information, the Receiving Party agrees that any dealings between it and the Disclosing Party shall be subject to the terms and conditions of this Agreement.

2.2 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party’s written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.3 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the Parties in relation to the Proposal and shall not (without the prior written consent of the Disclosing Party) carry out any investigation, research, development or design of the Proposal in the same technical area as the Proposal.

2.4 Notwithstanding clause 2.2, the Receiving Party may disclose Confidential Information:

1. to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.3 provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
2. to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.5 below.
   1. In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.4(b) above, it shall promptly notify the Disclosing Party and co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
   2. In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and, if requested by the Disclosing Party, take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.
   3. Notwithstanding whether the Receiving Party uses the Confidential Information in or not in accordance with this Agreement (including modifying or amending the Confidential Information), all Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights of the Disclosing Party (or its Agents), including any intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement.

**3. RECORDS AND RETURN OF INFORMATION**

3.1 The Receiving Party agrees to ensure proper and secure storage of all Confidential Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.

* 1. The Receiving Party shall, immediately upon receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:

1. return all written Confidential Information (including all copies); and
2. expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.4(a) above).

The obligations in this clause 3.2 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing Confidential Information to any regulatory authority in accordance with clause 2.4(b) above.

* 1. The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.2 above.

**4. ANNOUNCEMENTS**

* 1. Neither Party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal without the prior written consent of the other Party.
  2. Neither Party shall make use of the other Party’s name or any Confidential Information acquired through its dealings with the other Party for publicity or marketing purposes without the prior written consent of the other Party.

**5. DURATION**

The obligations of each Party and its Agents under this Agreement shall continue and shall survive the termination of any discussions or negotiations between the Parties regarding the Proposal.

1. **REPRESENTATIONS**
   1. Each Party agrees that any Confidential Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party unless the Parties expressly agree otherwise.
   2. Except in the case of fraudulent misrepresentation, the Disclosing Party and its Agents accept no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Confidential Information made available to the Receiving Party or its Agents.
2. **ADEQUACY OF DAMAGES**
   1. Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.
   2. Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement including specific performance, recovery of damages or any right to indemnity under the terms of this Agreement or otherwise.
3. **INDEMNITY**

The Receiving Party agrees to indemnify the Disclosing Party against any costs, claims, damages, demands or liabilities of whatsoever nature (including legal costs and lawyers’ fees) arising directly or indirectly out of a breach of its obligations under this Agreement.

**9. GENERAL**

* 1. Neither Party may assign the benefit of this Agreement nor any interest hereunder except with the prior written consent of the other Party.
  2. No failure, delay, relaxation or forbearance on the part of either Party in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
  3. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held invalid, the Parties shall immediately commence good faith negotiations to remedy such invalidity.
  4. Any change to this Agreement shall only be valid if it is in writing and duly signed by persons authorised on behalf of each Party.
  5. The Parties acknowledge and agree that this Agreement shall not constitute, create or give effect to a joint venture, pooling arrangement, principal/agency relationship, partnership or formal business organisation of any kind and neither Party shall have the right to bind the other Party.
  6. Any notice or other document to be served under this Agreement to either Party may be delivered or sent by courier or facsimile process to the Party to be served at its address set out below:

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| --- | --- |
| 1. to the Company at:   <Add the address>  <Add email and contact number>  Marked for the attention of:  <add contact name> | 1. to the Second Party at:   <Add the address>  <Add email and contact number>  Marked for the attention of:  <add contact name> |

9.7 This Agreement and any non-contractual obligation arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with the laws of the Sultanate of Oman. Any disputes arising out of or in relation to this Agreement or any non-contractual obligations arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by in the courts of the Sultanate of Oman.

IN WITNESS WHEREOF**,** the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives.

**<Add Company Name>.**

**By:** .........................................................

(signature)

**Print name: ……………………………**

**Title:** ......................................................

**Date:** Sunday, 28 March 2021

**<Add Partner Name>.**

**By:** .........................................................

(signature)

**Print name:** ............................................

**Title:** ......................................................

**Date:** .....................................................