Private & Confidential

*In the Name of Allah, The Beneficent, The Merciful*

**CONFIDENTIALITY AGREEMENT**

Between

**ABU DHABI ISLAMIC BANK**

(“ADIB”)

and

Please Insert your Entity Name

DATED [ / / ]

**Legal Division**

**Abu Dhabi Islamic Bank**

This Agreement is dated on as an (“Effective Date”), and made in the city of Abu Dhabi BETWEEN:

(1) **Abu Dhabi Islamic Bank (PJSC)** incorporated under the laws of the United Arab Emirates with its registered office at P.O. Box 313, Abu Dhabi, United Arab Emirates (**"ADIB"**); and

(2)

For the purposes as stated in Section 1 below, the Entity Name and ADIB (collectively referred to as “Parties” and individually as “Party”) have determined to establish terms governing the use of Confidential Information (as defined in Section 2 below) that one Party (“Owner”) may disclose to the other Party (“Recipient”).

**IT IS HEREBY AGREED** as follows:

**1. Introduction:**

Entity Name wishes to enter into negotiations with ADIB for providing services relating to **Project Name** , one Party (the “Recipient”) may receive from the other Party (the “Owner”) information which is confidential and proprietary to the Owner only for the purpose of the Project discussions for evaluating and responding to proposals for the provision of the Project received from one another and only during the period of time stated in Section 6 below. The Owner is willing to disclose this information to the Recipient pursuant to the terms and conditions of this Agreement.

**2. Interpretation:**

Unless the context requires otherwise, the following terms and expressions shall have the meanings assigned to them below:

**"Confidential Information"** means all information that relates to the purpose stated in Section 1 above or that, although not related to such purpose, is nevertheless disclosed as a result of the Parties’ discussions in that regard, and that should reasonably have been understood by the Recipient, because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the Owner, an Affiliate of the Owner or to a third party whether oral, visual, written or in electronic form or by other means, disclosed in any manner to the Recipient by the Owner for the purpose of allowing the Recipient to evaluate the Owner's need for and requirements of, the Project.

 **“Affiliate”** means any person or entity directly or indirectly controlling controlled by, or under common control with a Party.

**3. Confidentiality:**

3.1 **No disclosure:** The Recipient agrees not to disclose any Confidential Information except as expressly provided in this Agreement.

3.2 **Permitted** **Use:** The Recipient agrees to use the Confidential Information solely for the purpose of discussions for evaluating and responding to proposals for the potential need for and requirements of Project from one another.

3.3 **Permitted disclosure:** Recipient may disclose Confidential Information received hereunder to (i) its Affiliates who are bound by appropriate confidentiality obligations (ii) to its employees and independent contractors, and its Affiliates’ employees, independent contractors and other ENTITY NAME firm(s) (“ENTITY NAME firm” means any entity or partnership within the worldwide network of ENTITY NAME firms and entities), who have a need to know, for the purpose of this Agreement. To the extent any of the Recipient's employees, independent contractors, and its Affiliates’ employees, independent contractors and other ENTITY NAME firm(s), have the need to know the Confidential Information in connection with the Recipient's use of it as related to the purpose stated in Section 1 above, the Recipient shall ensure that such independent contractors and employees, protect the secrecy of the Confidential information from unauthorized use and disclosure by ensuring that such independent contractors and employees are bound by appropriate confidentiality obligations. The Recipient is allowed to disclose the information to such independent contractors and employees only after such independent contractors and employees are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the Owner.

3.4 **Protection of secrecy:** The Recipient agrees to take all reasonable steps necessary to protect the secrecy of the Confidential Information using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons who have not agreed to protect such Confidential Information under the terms of a written agreement as stated in Section 3.3 above. The Recipient shall promptly advise the Owner if it has knowledge of any unauthorized use or disclosure of any Confidential Information.

3.5 **Request to disclose:** If the Recipient receives a request to disclose any of the Owners’ Confidential Information under the terms of a valid order of any court, competent jurisdiction or government body, the Recipient shall (1) where legally permissible, promptly notify the Owner in writing prior to making any such disclosure of the existence, terms and circumstances surrounding such a request in order to facilitate Owner seeking a protective order or other appropriate remedy from the proper authority and cooperate with Owner in seeking such an order or other remedy(2) take such steps, in consultation with Owner, as are necessary to resist or narrow such request and (3) if Owner is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information and disclosure is necessary, Recipient will furnish only that portion of the Confidential Information which is legally required. Furthermore, the Recipient agrees to exercise all reasonable efforts to obtain an order or other reliable assurances that confidential treatment will be afforded to any such portion of the disclosed Confidential Information which the Owner so designates.

3.6 **Fact of negotiations:** Without the prior mutual written consent of the Parties or as may be required by law, neither Party will disclose in any way or in any form to any person or party the fact that discussions or negotiations are taking place relating to the Project , the existence or terms of this Agreement or the fact that there have been, or will be, discussions or negotiations covered by this Agreement.

**4. Limits on Confidential Information:**

Confidential Information shall not be deemed to be proprietary and the Recipient shall have no obligation with respect to such information where the information:

(i) was known to the Recipient prior to receiving any of the Confidential Information from the Owner;

(ii) has become publicly known through no wrongful act of the Recipient subsequent to the time of the Owner’s communication thereof to Recipient ;

(iii) was rightfully received by the Recipient without breach of this Agreement from a third party authorized to make such disclosure without restriction as to the use and disclosure of the information.

(iv) was in Recipient’s possession free of any obligation of confidence at the time of Owner’s communication thereof to Recipient;

(v) is developed by Recipient independently of and without reference to any of Owner’s Confidential Information or other information that Owner disclosed in confidence to any third party; or

(vi) is identified by Owner as no longer proprietary or confidential.

**5. Ownership of Confidential Information:**

The Parties agree that:

(i) all Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall remain the property of the Owner;

(ii) nothing contained in this Agreement grants to the Recipient any rights by license or otherwise to the Owner’s Confidential Information;

1. the Recipient will return all Confidential Information in tangible form to the Owner upon Owner's request or termination or expiration of this Agreement and, in any event, if negotiations come to an end without the Owner entering into any contract with the Recipient for the Project; and

(iv) if negotiations come to an end without Owner entering into any contract with the Recipient for the Project, the Recipient, its Affiliates, or any employees or independent contractors of Recipient or its Affiliates will not retain any copies, extracts or other reproductions in whole or in part of any Confidential Information owned and provided by the Owner and will promptly destroy all documents, memoranda, notes and other writings (including in electronic form to the extent possible) prepared by the Recipient or its employees or agents based on such Confidential Information provided by the Owner to the Recipient, its Affiliates, or any employees or independent contractors of Recipient or its Affiliates.

**6**. **Term:**

 This Agreement shall automatically expire twelve (12) months from the Effective Date; provided, however, that prior to such expiration, either Party may terminate this Agreement at any time by written notice to the other. Notwithstanding such expiration or termination, all of the nondisclosure obligations of the Recipient under this Agreement shall continue with respect to any Confidential Information received prior to such expiration or termination until the Confidential Information is no longer confidential and shall be binding on the Recipient and it's successors, Affiliates, or any employees or independent contractors of Recipient or its Affiliates.

 **7. Amendments:**

 This Agreement may only be amended by a further agreement in writing executed by authorized representatives of both ADIB and ENTITY NAME

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 **8. Law and jurisdiction:**

This Agreement shall be governed by, and construed in accordance with, the laws of the United Arab Emirates as applied in the Emirate of Abu Dhabi so far as not inconsistent with the principles of Shari’a as determined by ADIB Shari’a Supervisory Board and Abu Dhabi courts shall have exclusive jurisdiction over any proceedings arising out of or in connection with it.

**9. Intellectual Property Indemnity:** No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by this Agreement. Neither Party is obligated under this Agreement to purchase from or provide to the other Party any service or product.

**10. Owner Liability:** Owner shall not have any liability or responsibility for errors or omissions in, or any decisions made by Recipient in reliance on, any Confidential Information disclosed under this Agreement.

**11.** **Breach of Confidentiality:** The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this Agreement may result in irreparable injury to Owner for which monetary damages may would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Owner shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

**12.** **Assignment:** Neither Party shall assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without the prior, written consent of the other Party, which consent shall not be unreasonably withheld.

**13.** **Failure or delay of rights**: No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

**14.** **Severability:** If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

**IN WITNESS WHEREOF** the Parties hereto have hereunto executed this Agreement on the day and year first above written.

For and on behalf of

**ABU DHABI ISLAMIC BANK (PJSC)**

**Authorized Signature: Authorized Signature:**

**Name: Name:**

**Title: Title:**

**Date: Date:**

For and on behalf of

**Authorized Signature: Authorized Signature:**

**Name: Name:**

**Title: Title:**

**Date: Date:**