

## MUTUAL NON-DISCLOSURE AGREEMENT

This agreement made on \_\_\_\_\_, by and between:

- 1) **Golden Lattice Investment Company** a Limited Liability Company incorporated pursuant to the laws of Company Regulations of Saudi Arabia and registered in Riyadh, Kingdom of Saudi Arabia under Commercial registration number 1010472408 dated 2 Safar 1440 (corresponding to 11 October 2018), having its head office address at 7766 King Fahd Road - Wadi Al Miqrah, An Nakheel, Riyadh 12381, Riyadh, Kingdom of Saudi Arabia, (hereinafter referred to as the **"First Party"**).
- 2) **[INSERT NAME OF COUNTERPARTY]** a **[INSERT DESCRIPTION: ESTABLISHMENT]** incorporated pursuant to the laws of **[INSERT THE RELEVANT LAW]** and registered in **[INSERT AUTHORITY OR CITY]** under **[INSERT TYPE OF LICENSE/ COMMERCIAL REGISTER]** number **[INSERT NUMBER]** dated **[INSERT DATE]**, having its head office address at **[INSERT PHYSICAL ADDRESS]**, P.O. Box **[INSERT NUMBER]**, Post Code **[INSERT NUMBER]**, **[INSERT CITY]**, **[INSERT COUNTRY]**, (hereinafter referred to as the **"Second Party"**).

(Each, a **"Party"**; and collectively, the **"Parties"**)

### BACKGROUND

In connection with the Potential Project, each Party desires to obtain certain Confidential Information from the other Party and its Affiliates (such Party, when receiving such Confidential Information, being the **"Receiving Party"** and when disclosing such Confidential Information, being the **"Disclosing Party"**).

In consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

In this agreement, unless the context otherwise requires:

- (a) **"Affiliate"** means, with respect to any person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such person; the term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;
- (b) **"Confidential Information"** in connection with the Potential Project means:
  - (i) all business, technical, financial, operational, administrative, legal, economic and other information including the analysis or findings of such information in whatever form (including in written, verbal, visual or electronic form) relating to the Disclosing Party and its Affiliates that is directly or indirectly disclosed, whether before, on, or after the date of this agreement, to the Receiving Party

or any of its Representatives, by the Disclosing Party or any of its Representatives or which comes to Receiving Party's attention in connection with the Potential Project;

- (ii) all information in whatever form (including in written, verbal, visual or electronic form) relating to the existence, status or progress of the Potential Project including the existence and contents of this agreement and the fact that discussions and negotiations may be taking place in relation to the Potential Project;
  - (iii) the terms of this agreement;
  - (iv) any other information that is identified as being of a confidential or proprietary nature and any findings, data or analysis derived from such information; or
  - (v) all documents that contain or reflect or are generated from any of the foregoing and all copies of any of the foregoing, however recorded or preserved, that is disclosed or made available (in any form or medium), directly or indirectly, by the Disclosing Party or any of its Affiliates whether before, on or after the date of this agreement, in connection with the Potential Project;
- (c) **“Potential Project”** means any services and/or goods;
- (d) **“Representatives”** means, in relation to a Party, its Affiliates and their respective directors, officers, shareholders, members, employees, agents, consultants, and advisers who receive the Confidential Information directly from such Party;
- (e) references to a “person” includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organization, in each case whether or not having separate legal personality.
- (f) words introduced by the word “other” shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things; and
- (g) general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words “includes” and “including” shall be construed without limitation.

## 2. DUTY OF CONFIDENTIALITY

- 2.1 The Receiving Party will hold the Confidential Information in strict confidence and will not disclose, reproduce or distribute any Confidential Information in whole or in part, directly or indirectly, (or permit any of the foregoing) to any persons, other than to its Representatives to the extent that such disclosure, reproduction or distribution is strictly necessary for the purpose of the Potential Project.
- 2.2 Neither the Receiving Party nor any of its Representatives with whom the Receiving Party shares the Confidential Information, will, without the Disclosing Party’s prior

written consent use any Confidential Information for any purpose other than the Potential Project or make, permit or assist any other person to make any public announcement in relation to the Potential Project.

- 2.3 The Receiving Party shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Disclosing Party from time to time) to safeguard the Confidential Information from unauthorized access or use, and to inform the Disclosing Party if it becomes aware that Confidential Information has been disclosed in breach of this agreement.
- 2.4 The undertakings given by the Parties in this agreement are given on the Parties' own behalf. The Parties shall ensure that each of their Representatives with whom Confidential Information is shared are informed of the terms of this agreement and the Parties shall procure that each of their Representatives with whom Confidential Information is shared adheres to the terms of this agreement as if it had entered into this agreement in its place (notwithstanding that it is not a Party hereto).

### 3. PERMITTED DISCLOSURE

- 3.1 Confidential Information shall not include information that the Receiving Party can establish that:
  - (a) is, at the time of disclosure to the Receiving Party or one of its Representatives, or subsequently becomes, publicly available, except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information (other than as a direct or indirect result of the information being disclosed in breach of this agreement);
  - (b) was known to the Receiving Party or one of its Representatives before the date of this agreement and such person was not under any obligation of confidence in respect of that information and such information could be obtained by any person with no more than reasonable diligence;
  - (c) the Receiving Party or one of its Representatives lawfully found out such information from a source not connected to the Disclosing Party or any of its Representatives and which is not under any obligation of confidence in respect of that information; or
  - (d) the Parties agree in writing that the information is not confidential and that it was not under any obligation of confidence in respect of that information.
- 3.2 The undertakings in this agreement will not apply to any disclosure of Confidential Information that is required by any law or regulation, any stock exchange or competent governmental or regulatory authority or any order of any court of competent jurisdiction
- 3.3 Without prejudice to Clause 2.1, the Receiving Party (to the extent reasonably practicable) may disclose Confidential Information to:
  - (a) its Representatives, provided that the Receiving Party has informed them in writing that the information is confidential and they are subject to confidentiality

duties or obligations to the Receiving Party (that are no less restrictive than the terms of this agreement), except that the Receiving Party does not need to inform them of this requirement if such recipient is subject to professional obligations to maintain the confidentiality of the Confidential Information;

- (b) any person to whom information is lawfully required to be disclosed by any governmental, banking, taxation or other regulatory authority or any similar body, or pursuant to applicable law, regulation, court order or by the rules of any relevant exchange (provided that, to the extent permitted by law or regulation, the relevant Party being required to make the disclosure, shall use all reasonable endeavours to notify the Receiving Party of that disclosure); and
- (c) any person with the prior written consent of the Disclosing Party.

3.4 The Receiving Party will be responsible for any breach of this agreement by its Representatives with whom Confidential Information is shared.

#### 4. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

4.1 Where either Party determines that it does not wish to proceed with the Potential Project, the Receiving Party and each of its Representatives will, upon the written request of the Disclosing Party, promptly destroy (to the extent possible) or return to the Disclosing Party (at the Receiving Party's election) any documents containing Confidential Information provided that the Receiving Party and its Representatives shall be entitled to retain copies of the Confidential Information for regulatory or ordinary record keeping purposes or to demonstrate compliance with applicable law. In the event that the documents are destroyed, upon written request, the Receiving Party shall confirm to the Disclosing Party in writing that such destruction has occurred (subject to the foregoing).

4.2 Nothing in Clause 4.1 shall require either Party to return, destroy or permanently erase (or procure the return, destruction or permanent deletion of) any documents or materials containing, reflecting, incorporating, or based on Confidential Information, including any copies, that the Receiving Party is required to retain by applicable law, or to satisfy the requirements of any regulatory authority or body of competent jurisdiction or the rules of any listing authority or securities exchange. The provisions of this agreement shall continue to apply to any documents and materials retained by either Party pursuant to this Clause.

#### 5. SANCTIONS

5.1. You and your subsidiaries:

- (i) have not been sanctioned by the Kingdom of Saudi Arabia ("KSA"), United Nations ("UN"), European Union ("EU"), United Kingdom ("UK"), and the United States ("U.S."); and
- (ii) are not incorporated or based in a country or territory that is subject to comprehensive sanctions imposed by KSA, UN, EU, UK and US. The current "comprehensive sanctioned countries and territories" are Cuba, Crimea Region, Iran, North Korea, Syria, the so-called

Donetsk People's Republic, the so-called Luhansk People's Republic, Zaporizhzhia and Kherson.

- 5.2 You and your subsidiaries have not breached any applicable sanction laws and regulations by conducting business in "comprehensively sanctioned countries and territories" (highlighted above).

## **6. ANTI-BRIBERY AND CORRUPTION (AB&C), AND ANTI-MONEY LAUNDERING (AML)**

- 6.1 You and your subsidiaries:

(I) Comply with all anti-bribery and corruption, and anti-money laundering laws and regulations that are applicable to you and your subsidiaries (including, without limitation to KSA Anti-Bribery Law issued by the Royal Decree M/36 of 30/06/1992, Foreign Corrupt Practices Act of 1977, and the UK Bribery Act 2010 – all of which are amended and supplemented from time to time).

(II) have a compliance framework in place that complies with all anti-bribery and corruption, and anti-money laundering laws and regulations that are applicable to you and your subsidiaries (including but not limited to the laws and regulations noted above).

- 6.2 Neither you nor your subsidiaries have ever violated any applicable anti-bribery and corruption and anti-money laundering laws and regulations.

## **7. GENERAL**

- 7.1 The obligations in this agreement shall terminate upon the third anniversary of the date of this agreement (provided that, a waiver of any right or remedy under this agreement or by law is only effective if it is given in writing, and signed by the person waiving such right or remedy).
- 7.2 Neither Party may assign this agreement or any or its rights or obligations hereunder without the other Party's prior written consent.
- 7.3 No variation or amendment of this agreement shall be valid unless it is in writing and duly executed by or on behalf of both Parties.
- 7.4 The Parties agree that, unless and until a final definitive agreement with respect to the Potential Project has been executed and delivered, no Party will be under any legal obligation of any kind whatsoever in relation to the Potential Project by virtue of this Agreement, except for the matters specifically set out in this Agreement.
- 7.5 Any notice or other communication given under this agreement or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in English, and must be delivered by hand, registered mail, or internationally recognized air courier services, or email to the designated person of the relevant Party with acknowledgement of receipt at the respective address below:

- (a) First Party:

For the attention of: Khaled Muhtadi

Golden Lattice Investment Company

P.O. Box 6847, Post Code 11452, Riyadh, Kingdom of Saudi Arabia

Telephone: +966 54 639 6653

E-mail: manish.asthana@latis.com.sa

(b) Second Party

For the attention of: [insert the name of the Second Party's representative]

[insert full name of Second Party]

[insert mailing address of Second Party]

Telephone: [insert phone number]

E-mail: [insert e-mail address]

- 7.6 This agreement contains the entire agreement between the Parties regarding the subject matter hereof and, unless superseded by executed binding definitive documents, shall supersede all written and oral agreements of the Parties entered into with regard to the treatment of Confidential Information.
- 7.7 Any announcement or circular relating to the existence or the subject matter of this agreement shall (subject to Clause 3) first be approved by both Parties as to its content, form and manner of publication.
- 7.8 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of this agreement.
- 7.9 No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

## 8. GOVERNING LAW AND JURISDICTION

- 8.1 This agreement and any dispute or claim, including any non-contractual disputes or claims, arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of The Kingdom of Saudi Arabia.
- 8.2 Each Party irrevocably agrees that the courts of The Kingdom of Saudi Arabia shall have exclusive jurisdiction to settle any dispute or claim, including any non-contractual

disputes or claims, arising out of or in connection with this agreement or its subject matter or formation.

## 9. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed, when signed, an original, but all of which shall constitute the same instrument.

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IN WITNESS HEREOF, the Parties executed this agreement on the date first above mentioned and each Party hereby certifies that it has obtained an original copy.

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(signature)

For and on behalf of

[insert the name of the Company]

Acting by [insert the name of the Company's authorized signatory representative]

[insert title of the Company's authorised signatory]

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(signature)

For and on behalf of

**The First Party**

**Golden Lattice Investment Company**

**CEO: Khaled Muhtadi**