

Date.....

Mobile Telecommunications Saudi Company (ZAIN KSA)

Granada Business Oasis, Tower A3, East Ring Road,
PO BOX: 295814
Riyadh 11351
Saudi Arabia

RECITALS

- A. Zain KSA wish to disclose certain information for the purpose as set out in Recital B being of the type defined below in clause 1 (the “**Confidential Information**”);
- B. The Confidential Information is to be used by us solely for the purpose of evaluating and exploring the potential to collaborate and explore together commercial opportunities in relation to any potential projects or a similar business, all from which separate written agreements may ensue (the “**Authorized Purpose**”); and

1. DEFINITION

- 1.1 For the purpose of this undertaking, “**Confidential Information**” means:

any and all technical and non-technical information provided by Zain KSA whether conveyed orally, in writing, or otherwise (whether or not designated as confidential), including but not limited to:

patents and patent applications, trade secrets, proprietary information, ideas, techniques, sketches, drawings, work of authorship, models, designs, inventions, know-how, processes, algorithms; software programs, software source documents, and formulae related to the current, future, and / or proposed products, services or applications; research, experimental work, development, design details and specifications, engineering plans; financial and accounting information, business information, financial position and balance sheet, financial delegations and authorities; shareholders, information concerning the board, directors and senior management; personal information regarding employees, customers and contractors; business and contractual relationships (actual or prospective); business forecasts, sales and merchandising; customer lists, investors, marketing programs; and any information derived from any of the above, and all information in connection with the Authorized Purpose and designated as confidential by Zain KSA or which ought reasonably to be considered confidential, shall be considered as Confidential Information and, therefore, within the scope of this Undertaking.

2. DUTY OF CONFIDENTIALITY AND STANDARD OF CARE

- 2.1 We hereby acknowledge that, during or on the occasion of the discussions about the Authorized Purpose, it will be exposed to Confidential Information of Zain KSA, including without limitation, specific information regarding the products and the business of Zain KSA.
- 2.2 In consideration of disclosing Confidential Information, we undertake and agree that we will not divulge or use any of the Confidential Information other than for the Authorized Purpose.
- 2.3 We undertake and agree that Confidential Information disclosed shall be treated at all times as strictly confidential and shall take such safeguards to ensure its security as if the Confidential Information was its own.

- 2.4 We undertake and agree that the Confidential Information disclosed to us on a strictly need-to-know basis for the purpose of assessing, implementing and/or advising upon the Authorized Purpose and that we agree to be bound by the same duty of confidentiality as set out in this Undertaking. All acts or omissions of our directors, officers, employees, professional advisers, financiers or insurers in relation to the Confidential Information shall be treated as if they were our acts or omissions.
- 2.5 We undertake:
- 2.5.1 not to make any copies, extracts or summaries of any Confidential Information (other than as strictly required for the Authorized Purpose) without the prior written consent of Zain KSA;
 - 2.5.2 not to publish, or disclose any Confidential Information to any party without the express written approval of Zain KSA;
 - 2.5.3 to store the Confidential Information in a location and to handle it in such a way as to prevent unauthorized use or disclosure of such information.

3. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS LEGEND

- 3.1 We will not alter or remove from any Confidential Information any proprietary rights legend, copyright notice, trademark or trade secret legend, or any other mark identifying the material as Confidential Information.
- 3.2 Nothing in this undertaking will be deemed to be an assignment of the Intellectual Property or other protectable right in any part of the Confidential Information or anything embodied in any part of the Confidential Information of Zain KSA.

4. COVENANTS CONCERNING COMPETITION

The Confidential Information disclosed to us may include information that would provide us with an unfair competitive advantage if we use the Confidential Information for purposes other than the Authorized Purpose. Accordingly, we only agree to provide such Confidential Information for the Purpose to be bound by the provisions in this Undertaking including the provisions set forth in this clause 4 and that such agreement constitute a material inducement to provide Confidential Information and that such Confidential Information shall not be used by us to obtain a competitive advantage against Zain KSA.

5. RETURN OF DOCUMENTATION

On demand by Zain KSA or as soon as the discussions in relation to the Authorized Purpose end, we shall return all Confidential Information (and any copies all documentation or records incorporating extracts or summaries of the Confidential Information) to Zain KSA. The Confidential Information may be embodied at the date of such request (or at the date of the end of the discussions), including but not limited to computer programs, documentation, notes, plans, drawings, and copies thereof, on microfiche, magnetic tape or disk or other medium. In the event such medium cannot be detached from any valuable equipment, we shall erase the Confidential Information so embodied and certify its erasure to Zain KSA within seven (7) days of the request being made by Zain KSA.

6. REMEDIES FOR BREACH OF CONFIDENTIALITY

We undertake and agree that any breach by us, their officers, servants, agents to which the Confidential Information has been disclosed, of any of the provisions of this Undertaking will cause Zain KSA irreparable damage and significant injury which may be difficult to ascertain and upon such breach that

Zain KSA shall be entitled to seek and obtain immediate injunctive relief in addition to damages and any other rights or remedies that Zain KSA may have against us and its servants, agents or advisers.

7. TERM

This Undertaking shall remain in effect for a period of one (1) year, unless extended by Zain KSA.

8. DATA PROTECTION

8.1 To the extent any information disclosed by Zain KSA or its Representatives to us or our Representatives contains Personal Data, we acknowledge and agree that we are acting as independent data controllers under Applicable Data Protection Laws, and the provisions of this Clause shall apply.

8.2 We and each of our Representatives shall comply with Applicable Data Protection Laws, and shall only process the Personal Data as necessary for the Purpose.

8.3 To the extent any information disclosed by Zain KSA or its Representatives to us or our Representatives contains copies of any officially issued identity documents (such as passports, identity cards or driving licenses), we acknowledge and agree that we will only process such identity documents for completing legally required "know your customer" individual identification requirements and similar compliance checks, and will promptly and securely destroy such documents once such compliance checks have been completed, unless we or our Representatives are legally required to retain copies of such identity documents, in which case we will notify you of any such legal requirement.

8.4 To the extent that we or our Representatives:

- (a) will process Personal Data from the European Economic Area (or United Kingdom) in a jurisdiction outside of the scope of data protection laws of the European Economic Area (or United Kingdom, as applicable) excluding countries approved as providing adequate protection for Personal Data by the European Commission (or the UK Information Commissioner's Office, as applicable); or
- (b) will process Personal Data from the Kingdom of Saudi Arabia in a jurisdiction outside of the Kingdom of Saudi Arabia, excluding countries approved as providing adequate protection for Personal Data by the Saudi Data & Artificial Intelligence Authority,

we will notify Zain KSA of the above data transfers in advance and we agree to accept modifications to this undertaking as reasonably necessary to comply with data transfer requirements in Applicable Data Protection Laws, including entering into separate standard contractual clauses in the form issued by relevant regulators.

8.5 We and our Representatives agree to negotiate in good faith any further modifications to this undertaking as may be needed to ensure compliance with Applicable Data Protection Laws or regulatory guidance.

9. GENERAL PROVISIONS

9.1 **Entire Agreement** – This Undertaking contains the entire understanding with respect to the subject matter of this Undertaking and supersedes all prior agreements between or among the Parties, whether written or oral, with respect to the subject matter of this Undertaking.

9.2 **No waiver** - The failure to enforce or to require the performance at any time of any of the provisions of this Undertaking will not be construed to be a waiver of such provision, and will not affect either the validity of this Undertaking or any part hereof or the right thereafter to enforce each and every provision in accordance with the terms of this Undertaking.

- 9.3 **Governing Law and Jurisdiction** - This Undertaking is governed by and shall be construed in accordance with the laws of the Kingdom of Saudi Arabia, and any action arising out of or pertaining to this Undertaking shall be initiated and maintained in a court of competent jurisdiction in the city of Riyadh, Saudi Arabia.
- 9.4 **Independent Contractors** - We in this Undertaking is not the legal representative, agent, joint venture, partner or employee of Zain KSA for any purpose whatsoever notwithstanding any subsequent conduct, unless expressly provided otherwise in an Undertaking in writing subsequent to this Undertaking.
- 9.5 **Assignees and Successor** - We will not transfer our rights and obligations stated herein without the express written consent of Zain KSA, except where the transfer is to our affiliate.
- 9.6 **No Warranties or Representations** - The Confidential Information shall remain the property of Zain KSA and its disclosure shall not confer us or any other person any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Undertaking. We acknowledge and agrees that the Confidential Information does not purport to be accurate or complete and that no representation or warranty (express or implied) is made as to the accuracy, reliability or completeness of any of such Confidential Information.

Signed for and on behalf of:

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Name:

Title:

Date: