

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered in to on the dates hereinafter referred

Between

SRI LANKA TELECOM PLC, having its registered office at Lotus Road, Colombo 1, Sri Lanka, a company duly incorporated under the laws of Sri Lanka, (hereinafter referred to as

“**SLT**” which term, where the context so requires or admits, shall mean and include the said

Sri Lanka Telecom PLC, its successors and assigns) of one part

And

....., having its registered office at

.....

....., a company duly incorporated under the laws of Sri Lanka/....., (hereinafter referred to as “Company” which term, where the context so requires or admits, shall mean and include the said and it’s successors) of the other part

WHEREAS:

- A. SLT and the Company are having mutual consultations and conducting negotiations in connection with the purpose of all business activities related to procurement of material and services (hereinafter referred to as “the ”) and in the course of consultations and negotiations, will be disclosing certain commercially valuable, proprietary and confidential business, financial, technical and other information to each other.
- B. Both parties agree to hold such proprietary and confidential information in the strictest confidence upon the terms and conditions hereinafter appearing.

NOW IT IS HEREBY agreed by the parties as follows:

1. DEFINITIONS

1.1 “**Confidential Information**” is defined as any and all information of any kind, whether in written or electronic format, oral or otherwise, and whether or not labeled as “Confidential”, including without limitation, information relating to the business,

financial condition, marketing strategies, know-how, suppliers, customers, operations, pricing, technical information, contract terms and conditions and all information of any kind relating to either party, their respective shareholders and/or related or associated companies which are disclosed, submitted or howsoever made available by or on behalf of one party to the other or to their Personnel for the purpose of or in connection with the Scope, whether before or after the date of this Agreement.

1.2 “**Disclosing Party**” means the party disclosing the Confidential Information.

1.3 “**Personnel**” means either party’s directors, employees, officers, advisors, consultants or agents.

1.4 “**Receiving Party**” means the party receiving the Confidential Information.

2. MUTUAL UNDERTAKING

Both parties agree and undertake:

2.1.1 to hold the Confidential Information of the other party in the strictest confidence and to not at any time disclose or use or permit to be disclosed or used any of the Confidential Information or its knowledge of the existence of the Confidential Information for any purpose other than for the purpose of the Scope; and

2.1.2 not to disclose or divulge the Confidential Information of the other party to any person whatsoever without the prior written consent of the other party except as stated herein

3. OBLIGATIONS OF CONFIDENTIALITY

Both parties hereby covenant and agree to do all of the following:

3.1 to restrict the dissemination, circulation and supply of the Confidential Information of the other party or any part thereof to their Personnel who are directly involved with the Scope and only to the extent necessary for each of them to perform their duties.

3.2 to use their respective best endeavors to ensure and procure that none of their Personnel will do any act, matter or thing which, if done by that party, would constitute a breach of the obligations of that party under the terms of this Agreement.

3.3 to take all reasonable action to prevent unauthorized disclosure or use of the Confidential Information of the other party.

3.4 inform and advise their Personnel who may have access to the Confidential Information of its confidential and proprietary nature.

4. EXCEPTIONS

The confidentiality obligations herein shall not apply, however, to any part of the confidential Information which:-

- 4.1 prior to the date hereof, is in the public domain or hereafter comes into the public domain other than as a result of a breach of this Agreement;
- 4.2 is explicitly approved for release by written authorization of the Disclosing Party;
- 4.3 was known to the Receiving Party at the time of disclosure, without restrictions in disclosure, as shown by written records in existence at the time of disclosure;

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- 4.4 was lawfully obtained by the Receiving Party without breach of this Agreement and otherwise not in violation of the Disclosing Party's rights;
- 4.5 is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority or any recognized stock exchange, to be disclosed, provided always that, to the extent permitted by law, prior to any such disclosure being made, the Receiving Party shall notify and consult with the Disclosing Party as to the proposed form, nature and purpose of the disclosure; or

5. DURATION OF OBLIGATION

This Agreement shall continue to govern the delivery of and other matters related to the Confidential Information until terminated by written notice from either party to the other, subject to the provisions of any agreements to be executed between the parties hereto, except that the obligations of the parties hereunder with regard to the Confidential Information disclosed prior to termination shall continue in effect for a period of five (05) years from the date of disclosure.

6. OWNERSHIP OF CONFIDENTIAL INFORMATION

The parties acknowledge and agree that all Confidential Information disclosed by or on behalf of the Disclosing Party shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any license or any rights whatsoever (including without limitation any intellectual property rights), whether expressly, impliedly or otherwise, in respect of the Disclosing Party's Confidential Information to the Receiving Party.

7. RESTRICTIONS AND RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

7.1 Tangible forms of Confidential Information shall not be copied, in whole or in part, without the prior written consent of the Disclosing Party, except for a reasonable number of copies necessary to carry out the transactions contemplated by or pursuant to this Agreement.

7.2 Upon request by the Disclosing Party and at the Disclosing Party' direction, the Receiving Party shall forthwith:

7.2.1 Return all documents and other materials containing such Confidential Information together with all copies and reproductions thereof; or

7.2.2 Destroy all documents and other materials containing such Confidential information together with all copies and reproductions thereof and the Receiving Party shall confirm such destruction to the Disclosing Party in writing.

8. NO LICENCE

8.1 No license, whether express or implied, in the Confidential Information is granted by either party to the other to use the Confidential Information other than in the manner and to the extent authorized by this Agreement.

8.2 The Receiving Party understands and agrees that it is not allowed to sell, develop or otherwise exploit any parts, products, services, documents or information which embody in whole or in part any Confidential Information, except as contemplated by this Agreement.

9. REMEDIES FOR BREACH

9.1 Both parties acknowledge that they are aware and fully understand that in the event of any breach of this Agreement by the Receiving Party or their Personnel, then the Disclosing Party could suffer substantial loss and damage which monetary damages cannot adequately remedy.

9.2 The Receiving Party acknowledges that the Disclosing Party shall be entitled to specific performance, injunctive and other equitable relief in enforcing the obligations in this Agreement in addition to all other remedies available in law. In the event it becomes necessary to seek such injunctive or other equitable relief the Receiving Party agrees to waive any requirement of placing security or sending notice as a precondition of making such order.

10. LAWS AND JURISDICTION

This Agreement is governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka and in the courts of Sri Lanka.

11. NO WAIVER OR ACQUIESCENCE

No delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver or acquiescence thereof nor shall it restrict or affect the party's rights or powers under this Agreement. No waiver of any term or condition to this Agreement shall be effective unless made in writing.

12. AMENDMENTS

This Agreement is the entire agreement between the parties and supersedes any and all prior or contemporaneous representations, agreements and promises, written or oral, between the parties, regarding the subject matter of this Agreement. Any amendments to this Agreement shall only be effective if agreed in writing and signed by both parties.

13. BINDING EFFECT

This Agreement shall be binding on the heirs, permitted assigns and successors in title of the parties hereto.

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14. NO OBLIGATION TO PROCURE PRODUCTS OR SERVICES

In no event shall this Agreement or the parties' agreement to enter into this Agreement be construed to mean that either party shall procure from or shall be obliged to procure from the other party any products or services or to enter into any transaction or be obliged to enter into any transaction with each other.

IN WITNESS WHEREOF the authorized representatives of the parties have placed their signatures hereto and to one other of the same date and tenor as these presents on the dates and at the places stated hereinafter.

The signature of G.I. Samaratunga, the Deputy Chief Administrative Officer of Sri Lanka Telecom, the authorized signatory of Sri Lanka Telecom PLC was placed hereto

**General Manager/Procurement
Sri Lanka Telecom PLC**

WITNESS:

1. _____

Name:

Service No:

2. _____

Name:

Service No:

The signature of.....,
the authorized signatory of the said
.....
was placed hereto.

Signature of the Contractor

WITNESS:

1. _____

Name:

NIC No:

2. _____

Name:

NIC No: