

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered in to on day of2023

Between

SRI LANKA TELECOM PLC, bearing Company Registration No: PQ 7 and 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

.....(*Name of the Company*)....., bearing Company Registration No: and having its registered office at No....., a Company duly incorporated under the laws of, (hereinafter referred to as “**the Company**” which term, where the context so requires or admits, shall mean and include the said(*name of the company*)..... and its successors and permitted assigns) of the other part

WHEREAS:

- A. SLT and the Company are having mutual consultations and conducting negotiations in connection with the purpose of **TENDER FOR STANDARDIZATION AND PURCHASING OF OPTICAL NETWORK TERMINALS (ONTs)** (hereinafter referred to as “the Project”) and in the course of consultations, negotiations, SLT will be disclosing certain commercially valuable, proprietary and confidential business, financial, corporate, technical and other information to the Company.
- B. In the event of parties continuing the aforesaid Project which may include but not be limited to execution, implementation, installation, commissioning, provisioning of maintenance services, the parties will be further disclosing certain commercially valuable, proprietary and confidential business, financial, corporate, and technical and other information to each other.
- C. The Company agrees 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, corporate strategy, financial condition, marketing strategies, know-how, suppliers, customers, operations, pricing, technical information, business intelligence, contract terms and conditions and all information of any kind relating to SLT, its shareholders and/or related or associated companies and/or subsidiaries which are disclosed, submitted or howsoever made available by or on behalf of SLT to the Company or to its Personnel for the purpose of or in connection with the Project, whether before or after the date of this Agreement.
- 1.2 **“Personnel”** means the Company’s directors, employees, officers, advisors, consultants or agents and/or all licensees under it.

2. COMPANY’S UNDERTAKINGS

Company agrees and undertakes:

- 2.1. to hold the Confidential Information in the strictest confidence and not to 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 Project.
- 2.2. not to disclose or divulge the Confidential Information to any person whatsoever without the prior written consent of SLT except to as stated herein.
- 2.3. to restrict the dissemination, circulation and supply of the Confidential Information or any part thereof to Company’s Personnel who are directly involved with the Project and only to the extent necessary for each of them to perform their duties.
- 2.4. to ensure and procure that none of its Personnel will do any act, matter or thing which, if done by the Company, would constitute a breach of the obligations of the Company under the terms of this Agreement.
- 2.5. to take all reasonable action to prevent unauthorized disclosure or use of the Confidential Information.
- 2.6. inform and advise its Personnel who may have access to the Confidential Information of its confidential and proprietary nature.

3. EXCEPTIONS

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

- 3.1 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;
- 3.2 is explicitly approved for release by written authorization of SLT;
- 3.3 was known to the Company, without confidentiality restrictions, at the time of disclosure as shown by written records in existence at the time of disclosure;
- 3.4 was lawfully obtained by the Company without breach of this Agreement and otherwise not in violation of SLT's rights;
- 3.5 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 Company shall notify and consult with SLT as to the proposed form, nature and purpose of the disclosure.

4. DURATION OF OBLIGATION

This Agreement shall continue to bind the parties in relation to the Confidential Information in accordance with the provisions herein. The Confidential Information received by the Company from SLT under this Agreement shall be treated as Confidential Information as detailed under this Agreement and shall continue in effect for a period of five (05) years from the date of termination/expiration of the Project.

For the purpose of this Clause, the duration of the obligations undertaken by the Company shall mean and include, as applicable, the continuation of any relationship created herein, between the parties up to the conclusion of any support services which may be proposed by the Company and accepted by SLT.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION

The Company acknowledges and agrees that all Confidential Information disclosed by or on behalf of the SLT shall be and remain the property of SLT. 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 Confidential Information to the Company.

6. RESTRICTIONS AND RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

6.1 Tangible forms of Confidential Information shall not be copied, in whole or in part, without the prior written consent of SLT, except for a reasonable number of copies necessary to carry out the Project.

6.2 Upon request by the SLT and at SLT's direction, the Company shall forthwith:

6.2.1 return all documents and other material containing such Confidential Information together with all copies and reproductions thereof; or

6.2.2 destroy all documents and other materials containing such Confidential Information together with all copies and reproductions thereof and the Company shall confirm such destruction to SLT in writing.

7. NO LICENCE

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

7.2 The Company 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.

8. REMEDIES FOR BREACH

8.1 The Company acknowledges that they are aware and fully understand that in the event of any breach of this Agreement by the Company or their Personnel, then SLT could suffer substantial loss and damage which monetary damages cannot adequately remedy.

8.2 The Company acknowledges that SLT 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 Company agrees to waive any requirement of placing security or sending notice as a precondition of seeking such court order.

9. LAWS AND JURISDICTION

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

9.2 Any dispute or controversy arising in relation to this Agreement and its interpretation shall be settled amicably.

9.3 In case if the parties fail to arrive at a settlement within 30 days from date of such dispute, such dispute or difference shall be resolved through the courts of Sri Lanka.

10. NO WAIVER OR ACQUIESCENCE

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

11. AMENDMENTS

No variation in, or modifications of, change order, the terms of this Agreement shall be made except by written amendment signed by both parties.

12. INDEMNITY

The Company shall keep the employees of SLT and its subsidiaries indemnified and hold harmless from and against all actions, proceedings, costs, expenses, losses and damages whatsoever arising out of or in connection with the breach or non performance by the Company, its Personnel or any of its subcontractors of any of the terms contained in this Agreement .

13. BINDING EFFECT

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

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 SLT is obliged to provide information to or shall procure from or shall be obliged to procure from the Company any products or services or to enter into any transaction or be obliged to enter into any transaction with the Company.

15. SECURITY OF THE SYSTEMS OF SLT

- 15.1 The Company hereby undertakes together with its Personnel, that it will abide by the SLT information security policy. In the event the Company is required to access SLT internal systems and corporate, financial or technical information other than the information released by SLT to the public domain, the Company shall obtain the prior written approval of SLT in the prescribed form, from an officer in the capacity of General Manager of SLT or higher, based on the recommendation of an officer in the capacity of Deputy General Manager of SLT or higher.
- 15.2 When remotely connected to SLT's corporate network/information processing facilities through personal computer or workstation the Company and/or its Personnel shall refrain from getting connected to any other network at the same time.
- 15.3 The Company, if provided with access to, SLT corporate, financial or technical information or SLT internal systems, shall be responsible for complying with the information security policy referred hereunder.
- 15.4 The Company shall take necessary measures to safeguard SLT's network and information recourses and notify SLT immediately of any breach and/or any imminent threats thereto.
- 15.5 The Company shall have an agreement with its Personnel to ensure that the information of SLT shall not be disclosed and that the confidentiality of the information shall be secured.
- 15.6 In the event SLT has provided access to the Company for systems or data containing information related to SLT's corporate, financial or technical details or otherwise, inter alia for the purpose of installation, maintenance, integration, vulnerability assessments or technical support, upon completion of the work, the Company shall forthwith notify SLT to disable the access provided to the Company. Any failure on the part of the Company to adhere to these provisions shall amount to a breach of this Agreement on the part of the Company.

IN WITNESS WHEREOF the signatures of, the
..... and the
..... respectively of Sri Lanka Telecom PLC, the authorized
signatories of the said Sri Lanka Telecom PLC and the signature of
..... of

..... the authorized signatory of the said
..... were placed hereto and to one other of the same date and
tenor as these presents on the dates and at the places herein below mentioned.

The signatures of)
....., the)
.....)
and)
the)
respectively of Sri Lanka Telecom PLC)

Witness 1:
Signature:
Name:
SLT Service No:

Witness 2:
Signature:
Name:
SLT Service No:

The signature of)
the of)
..... was placed)
hereto as the Authorized signatory of the)
said)
Authorized Signatory
Name:
Title:/.....
Place/Date:

Witness 1:
Signature:
Name:
NIC/Passport No:

Witness 2:
Signature:
Name:
NIC/Passport No: