

# **APPENDIX G**

## **NON-DISCLOSURE AGREEMENT**

*(Unilateral – Applicable to the Successful Bidder)*

### **TO THE AGREEMENT FOR DESIGN, DEPLOYMENT, OPERATIONS, AND MAINTENANCE OF SOVEREIGN NATIONAL AI INFRASTRUCTURE UNDER THE NATIONAL AI INNOVATION HUB (NAIIH)**

THIS Non-Disclosure Agreement (“NDA”) is made and entered into at Islamabad on this \_\_\_\_ day of \_\_\_\_\_, 2026,

BY AND BETWEEN

M/s. IGNITE, a company registered as a non-profit organization under Section 42 of the Companies Act, 2017, with Corporate Universal Identification Number (CUIN) No. 0058556, having its office at 3rd Floor, Telecom Foundation Complex, 7-Mauve Area, G-9/4, Islamabad, Pakistan (hereinafter referred to as the “Company” or “IGNITE”, which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and assigns), OF THE ONE PART;

AND

[NAME OF SUCCESSFUL BIDDER], a company incorporated under the laws of [\_\_\_\_], having its registered/principal office at [\_\_\_\_] (hereinafter referred to as the “Successful Bidder”, which expression shall, where the context so permits, mean and include its successors-in-interest and permitted assigns), OF THE OTHER PART.

(The Company and the Successful Bidder are hereinafter referred to individually as a “Party” and collectively as the “Parties”).

### **RECITALS**

WHEREAS the Company issued Request for Proposal No. [\_\_\_\_] dated [\_\_\_\_] (the “RFP”) for the design, deployment, operations, and maintenance of the Sovereign National AI Infrastructure under the National AI Innovation Hub (“NAIIH”), and the Successful Bidder participated in the procurement process conducted thereunder and was declared successful;

WHEREAS the Company and the Successful Bidder are contemporaneously executing, or have executed, the Agreement for Design, Deployment, Operations, and Maintenance of Sovereign National AI Infrastructure under the National AI Innovation Hub (the “Main Agreement”), pursuant to which the Successful Bidder shall design, deploy, operate, and maintain the Sovereign National AI Infrastructure and related Ecosystem components (the “Project”);

WHEREAS, in the course of the procurement process leading up to, and the negotiation, execution, and performance of, the Main Agreement, the Company has disclosed, and will continue to disclose, to the Successful Bidder certain Confidential Information (as defined below), and the Successful Bidder will, in the course of performing the Project, generate, develop, and come into possession of further

Confidential Information relating to the Project, in each case of a sensitive, proprietary, technical, commercial, operational, cybersecurity, or sovereign nature;

WHEREAS the Parties expressly intend and agree that this NDA is a unilateral confidentiality agreement, imposing obligations of confidentiality, non-use, and non-disclosure exclusively upon the Successful Bidder as the Receiving Party, and that the Company shall not owe any reciprocal obligation of confidentiality, indemnity, or liability under this NDA, for the reasons set out in Clause 5 below; and

WHEREAS the Parties wish to record the foregoing on the terms set out in this NDA, and acknowledge that this NDA is incorporated as Appendix G to, forms an integral part of, and shall be read together with, the Main Agreement, including Clause 15 (Confidentiality) thereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Main Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

**1.1** In this NDA, unless the context otherwise requires, the following expressions shall have the meanings set out below. Capitalised terms used but not defined in this NDA shall have the meanings ascribed to them in the Main Agreement and the RFP.

**Unilateral nature.** For all purposes of this NDA: (i) the “Company” is, and shall at all times be, the “Disclosing Party”; and (ii) the “Successful Bidder” is, and shall at all times be, the “Receiving Party”. No provision of this NDA shall be construed to impose any obligation of confidentiality, non-use, non-disclosure, indemnity, or liability on the Company, whether as a Disclosing Party, Receiving Party, or otherwise, save as expressly stated in this NDA.

**“Agreement” or “Main Agreement”** means the Agreement for Design, Deployment, Operations, and Maintenance of Sovereign National AI Infrastructure under the National AI Innovation Hub (NAIIH), to which this NDA is annexed as Appendix G.

**“Affiliate”** means in relation to the Successful Bidder, any entity that directly or indirectly controls, is controlled by, or is under common control with, the Successful Bidder.

**“Confidential Information”** means any and all information, in whatever form or medium (whether written, oral, visual, electronic, digital, or embodied in software, hardware, or any tangible or intangible medium), (i) disclosed by or on behalf of the Company to the Successful Bidder or its Representatives; or (ii) generated, developed, produced, or observed by the Successful Bidder or its Representatives in the course of, or arising from, its participation in the procurement process or its performance of the Project, whether before, on, or after the Effective Date, and whether or not marked or designated as “confidential”, “proprietary”, “sensitive”, or “secret”, where such information is of a nature that a reasonable person would understand to be confidential given the nature of the information or the circumstances of disclosure (what it means). Without limiting the generality of the foregoing, Confidential Information includes:

(a) Technical Information means system architecture, network topology, source code, object code, algorithms, model weights, model parameters, training and fine-tuning data, datasets, data pipelines, benchmarking results, technical specifications, configurations, engineering drawings, product roadmaps, R&D data, and any information relating to the AI Infrastructure, AI Software Stack, sovereign models, or the AI Stack;

(b) Commercial Information means pricing, costing, financial models, the Financial Proposal, Technical Proposal, budgets, the Phased Disbursement Schedule, invoices, revenue-sharing arrangements, business plans, strategies, marketing plans, customer and vendor lists and any information relating to the commercial or contractual terms of the Project;

(c) Operational Information means standard operating procedures, runbooks, playbooks, incident logs, capacity plans, staffing and organisational structures, Key Personnel details, internal policies, audit findings, and performance data relating to the operation of the AI Infrastructure or the Ecosystem;

(d) Cybersecurity Information means security architecture, vulnerability assessments, penetration-test results, incident-response plans, access-control policies, encryption schemes, key-management practices, credentials, security logs, threat intelligence, and any information the disclosure of which could compromise the security, integrity, or availability of the AI Infrastructure or the Ecosystem;

(e) Sovereign Information means any information relating to Sovereignty Requirements, data residency, national security, classified or controlled information of the Government of Pakistan, export-controlled technology, or data classified as Restricted, Sensitive/Confidential, or Secret under the Pakistan Cloud First Policy 2022; and

(f) Secondary Information means any notes, analyses, compilations, summaries, studies, or other material prepared by or for the Successful Bidder or its Representatives that are based on, derived from, or reflect, any of the foregoing categories of Confidential Information.

**"Critical Personal Data"** means personal data that, under the applicable laws must be stored and processed exclusively on servers or digital infrastructure located within the territory of Pakistan.

**"Data Breach"** means an incident involving unauthorized copying, transmission, viewing, theft, or use of Confidential Information by a person not authorized to access it.

**"Data Lifecycle"** means the complete sequence of stages through which Confidential Information passes, specifically: Collection, Processing, Storage, Transfer, Handover/Disclosure, Disposal/Destruction, and Retraining (in the context of AI models).

**"Data Protection Laws"** means all applicable laws, rules, and regulations of Pakistan relating to the protection, processing, and cross-border transfer of personal data, as may be in force from time to time.

**"Personally Identifiable Information (PII)"** means any information relating to an identified or identifiable natural person, including name, identification number, location data, or factors specific to physical, physiological, genetic, mental, economic, cultural or social identity.

**"Disclosing Party"** means the Company, in accordance with the "Unilateral nature" provision above.

**"Effective Date"** means the Effective Date of the Main Agreement.

**"Purpose"** means (a) the Successful Bidder's participation in the procurement process conducted pursuant to the RFP; and (b) the negotiation, execution, and performance of the Main Agreement, including the design, deployment, operation, and maintenance of the Sovereign National AI Infrastructure and the Ecosystem under NAIHH.

**"Receiving Party"** means the Successful Bidder, in accordance with the "Unilateral nature" provision above.

**“Representatives”** means in relation to the Successful Bidder, its Affiliates, and its and their respective directors, officers, employees, consortium members, subcontractors, agents, professional advisers, financiers, and consultants who have a need to know Confidential Information for the Purpose.

**"Sovereign Data"** means data governed under Pakistan's laws and sovereign interests, including national, state, and citizen data.

**“Sovereignty Requirements”** means has the meaning given to it in the RFP and the Main Agreement.

**“Term”** means has the meaning given in Clause 3 of this NDA.

1.2 Headings are for convenience only and shall not affect interpretation. Words importing the singular include the plural and vice versa. References to “writing” include email unless otherwise stated.

## **2. STATUS AND INCORPORATION**

2.1 This NDA is incorporated as Appendix G to, and forms an integral part of, the Main Agreement, and shall be read and construed together with Clause 15 (Confidentiality) of the Main Agreement as if fully set out therein.

2.2 In the event of any conflict or inconsistency between this NDA and the Main Agreement, the provision imposing the higher standard of confidentiality, protection, security, or non-disclosure on the Successful Bidder shall prevail. Save as aforesaid, the Main Agreement shall prevail to the extent of any inconsistency. Nothing in this Clause 2.2 shall be construed to impose any obligation on the Company inconsistent with Clause 5 of this NDA.

## **3. TERM AND SURVIVAL**

3.1 This NDA shall come into effect on the Effective Date and shall remain in full force and effect for so long as the Main Agreement remains in force, including any extension thereof (the “Term”).

3.2 The obligations of confidentiality, non-use, and non-disclosure of the Successful Bidder under this NDA shall survive the expiry or termination of the Main Agreement, for whatever reason, for a period of five (05) years from the date of such expiry or termination, save that: (a) Confidential Information constituting a trade secret shall remain protected for so long as it retains the character of a trade secret under applicable law; and (b) Sovereign Information and Confidential Information relating to Sovereignty Requirements, national security, or classified or controlled Government information shall remain protected without limitation of time. In respect of Confidential Information that constitutes trade secrets, proprietary algorithms, Sovereign Data, or Critical Personal Data, the obligations shall survive indefinitely.

3.3 Termination or expiry of this NDA or the Main Agreement shall not affect any rights or obligations of the Successful Bidder that have accrued prior to such termination or expiry.

## **4. CONFIDENTIALITY OBLIGATIONS OF THE SUCCESSFUL BIDDER**

The Receiving Party's obligations under this Agreement shall apply to all Confidential Information at every stage of the data lifecycle as set forth below:

#### **4.1 Collection**

- (a) The Receiving Party shall only collect data that is strictly necessary for the Project.
- (b) All data collection must be performed with a lawful basis (consent, contract, legal obligation, or legitimate interest).
- (c) The Receiving Party shall maintain a detailed log of all data collection activities, including source, date, classification, and quantity.
- (d) No Sovereign Data or Critical Personal Data shall be collected without the prior written authorization of Ignite.

#### **4.2 Processing**

- (a) The Receiving Party shall not use any Confidential Information, prompts, fine-tuning data, or generated outputs to train, retrain, or improve any third-party or public AI models. All training shall be performed exclusively for the AI System and solely for the Project.
- (b) Data cleaning and annotation activities shall be conducted in a secure, access-controlled environment. Automated PII (Personally Identifiable Information) anonymization and scrubbing pipelines shall be implemented before data is processed by the AI System or stored in logs.
- (c) All inference operations shall be logged with timestamps, user identifiers, and transaction IDs for audit purposes.

#### **4.3 Storage**

- (a) All Critical Personal Data and Sovereign Data must be stored exclusively on servers physically located within Pakistan. No such data shall be stored on any server, cloud infrastructure, or storage medium located outside Pakistan.
- (b) The Receiving Party shall establish a private cloud environment for Ignite that is logically (and physically, where feasible) isolated from the Receiving Party's other clients, customers, and internal systems.
- (c) All stored data must be encrypted at rest using industry-standard encryption (e.g., AES-256). Strict access controls, firewalls, and intrusion detection systems must be deployed.

#### **4.4 Transfer**

- (a) The Receiving Party shall not transfer, transmit, or make accessible any Confidential Information classified as Restricted, Sensitive/Confidential, or Secret Data, nor any Critical Personal Data or Sovereign Data, to any person, entity, server, or system located outside Pakistan.
- (b) Any transfer of Confidential Information within Pakistan must be conducted via secure, encrypted communication channels (e.g., TLS 1.3, VPN, or dedicated leased lines).

#### **4.5 Handover / Disclosure**

- (a) The Receiving Party should disclose Confidential Information to its Representatives only on a strict need-to-know basis and only after such Representatives have signed binding confidentiality undertakings at least as restrictive as this Agreement.

(b) IGNITE and the Government of Pakistan retain the right to access, inspect, audit, and require the production of any Confidential Information held by the Receiving Party where such access is required under Pakistani law, for national security purposes, or pursuant to a lawful court or regulatory order. No provision of this Agreement shall be used to resist or delay such lawful access.

(c) The Receiving Party shall not disclose any Confidential Information to any subcontractor or third-party service provider without IGNITE'S prior written consent. Any such subcontractor must be contractually bound by obligations at least as stringent as those in this Agreement.

#### **4.6 Disposal / Destruction**

(a) Upon Ignite's written request, or upon completion or termination of the Project, the Receiving Party shall securely destroy all copies of Confidential Information in its possession, including all derivatives, notes, summaries, backup copies, model checkpoints, training data, logs, and temporary files.

(b) Destruction shall be performed using industry-standard methods that render the data irrecoverable (e.g., cryptographic wiping, degaussing, physical destruction of storage media).

(c) Within fifteen (15) business days of destruction, the Receiving Party shall deliver to Ignite a signed Certificate of Destruction confirming that all Confidential Information has been securely destroyed. The certificate shall list all storage locations, systems, and media on which the data was held, and the method of destruction used.

(d) The Receiving Party warrants that no copy of Confidential Information shall be retained for any purpose, including archival or compliance purposes, except as expressly permitted in writing by Ignite.

#### **4.7 Retraining**

(a) The Receiving Party shall not use any data (sovereign, personal and critical), prompts, inputs, fine-tuning data, or generated outputs to retrain, fine-tune, or improve the AI System (or any other AI system) without the prior written consent of Ignite.

(b) Under no circumstances shall the Receiving Party incorporate any Confidential Information or Sovereign Data into any public, open-source, or third-party AI model.

**4.8** The Successful Bidder shall not, without the prior written approval of the Company, publish, disclose, market, advertise, or otherwise communicate to any third party (including the media) any information relating to the Project, the Company, the AI Infrastructure, the Ecosystem, or any Deliverable, including the existence, nature, or status of the procurement process, the Main Agreement, or this NDA.

### **5. COMPANY'S ROLE AS IMPLEMENTING AND GOVERNING ENTITY; NO LIABILITY OF THE COMPANY**

**5.1** Notwithstanding anything to the contrary contained in this NDA or the Main Agreement, the Company shall not be, and is not, subject to any obligation of confidentiality, non-use, non-disclosure, indemnity, or liability whatsoever under this NDA, whether to the Successful Bidder or any third party, in respect of any Confidential Information, Deliverable, or other information disclosed by it, generated by the Successful Bidder, or otherwise arising out of or in connection with the Project.

**5.2** Without limiting Clause 5.1, the Company retains the unrestricted right, in its sole discretion and without liability to the Successful Bidder, to use, retain, reproduce, adapt, disclose, publish, share, or otherwise deal with any Confidential Information, Deliverable, or Project-related information, including for purposes of: (a) governance, oversight, monitoring, and audit of the Project by the Company, MoITT, or any other competent Government authority; (b) compliance with applicable law, including the Right of Access to Information Act, 2017 (or any successor legislation), the PPRA Rules, and directions of the National Assembly, Senate, or any parliamentary committee; (c) reporting to, and disclosure before, the Board of the Company, PMAC, or any Government forum; and (d) any other public, regulatory, oversight, or statutory function of the Company.

**5.3** For the avoidance of doubt, nothing in this Clause 5 relieves the Successful Bidder of any of its obligations under this NDA, and the Successful Bidder acknowledges and agrees that it enters into this NDA on the basis that the Company, as a government implementing and governing entity, is not, and cannot practicably be, bound by reciprocal confidentiality obligations.

## **6. EXCLUSIONS**

**6.1** The confidentiality obligations of the Successful Bidder under this NDA shall not apply to any information which the Successful Bidder can demonstrate, by contemporaneous written record:

- (a) was, at the time of disclosure, already lawfully in the possession of the Successful Bidder without any obligation of confidentiality;
- (b) is, or becomes, part of the public domain other than as a result of a breach of this NDA by the Successful Bidder or its Representatives;
- (c) was independently developed by the Successful Bidder or its Representatives without reference to, or use of, the Confidential Information;
- (d) is lawfully obtained by the Successful Bidder from a third party who is not under any obligation of confidentiality to the Company in respect of such information; or
- (e) is required to be disclosed by applicable law, regulation, or a valid order of a court, tribunal, or governmental or regulatory authority of competent jurisdiction, provided that the Successful Bidder shall, to the extent not prohibited by law, give the Company prompt prior written notice of such requirement so as to afford the Company a reasonable opportunity to seek a protective order or other appropriate remedy, and shall disclose only that portion of the Confidential Information legally required to be disclosed.

**6.2** For the avoidance of doubt, no Confidential Information shall be deemed to be within the foregoing exclusions merely because it is embraced by more general information in the public domain, or because individual features, components, or combinations thereof are separately in the public domain.

## **7. CYBERSECURITY AND DATA PROTECTION**

**7.1** The Successful Bidder shall implement and maintain appropriate administrative, technical, physical, and cybersecurity safeguards, consistent with the requirements of the RFP and the Main Agreement, to protect Confidential Information, Project Data, source code, model weights, system

configurations, credentials, and security information from unauthorised access, disclosure, alteration, loss, destruction, misuse, or compromise.

**7. 2** The Receiving Party shall implement and maintain the following security measures throughout the Project:

#### **7.2.1 Access Control**

(a) Access to Confidential Information and AI Assets shall be restricted to only those Representatives whose roles require such access for the Project.

(b) Multi-Factor Authentication (MFA) shall be enforced for all developers, engineers, and administrators accessing systems containing Confidential Information.

#### **7.2.2 Secure Code & Data Repositories**

(a) All source code, model weights, and configuration files shall be stored in private, access-controlled repositories.

(b) Branch protection rules shall be enforced to prevent unauthorized merges, deletions, or modifications.

(c) All commits must be signed and reviewed by at least two authorized personnel.

#### **7.2.3 Prohibition on Local Data Copies**

(a) No developer shall download, copy, or transfer any Confidential Information, training datasets, or model weights onto local/personal machines, laptops, or removable storage devices.

(b) All development and data processing shall be conducted exclusively within the private cloud environment provided for Ignite.

(c) Access shall be via secure tunnels (e.g., Zero-Trust Network Access, VPN with MFA) to the cloud environment, with all activities monitored and logged.

#### **7.2.4 Encryption**

All data moving between users, the Receiving Party, and the cloud environment must be encrypted using TLS 1.3 or higher. All stored data, including databases, logs, backups, and model weights, must be encrypted using AES-256 or equivalent industry-standard encryption.

#### **7.2.5 Data Anonymization**

The Receiving Party shall implement automated pipelines to scrub Personally Identifiable Information (PII) from datasets before processing by the AI System. Anonymization shall comply with recognized standards.

#### **7.2.6 Audit Logging**

(a) Comprehensive audit logs shall be maintained for all access, processing, and transfer activities relating to Confidential Information.

(b) Logs shall be retained for a minimum of three (3) years and shall be made available to Ignite upon request.

**7.3** The Successful Bidder shall promptly notify the Company in writing of any actual or suspected unauthorised access to, or disclosure, loss, or compromise of, Confidential Information, in accordance with the incident-notification requirements of Clause 32 of the RFP and the corresponding reporting obligations of the Main Agreement, and shall take all necessary steps, at its own cost, to investigate, mitigate, and remedy the same, and shall keep the Company informed of the status of such investigation and remediation.

**7.4** Upon confirming a breach, the Receiving Party shall, at its own sole cost and expense, immediately undertake all necessary remedial actions. These shall include containment (isolating affected systems and preventing further unauthorized access), investigation (conducting a thorough forensic investigation with independent experts acceptable to Ignite if required), eradication (removing malware, vulnerabilities, and compromised credentials), recovery (restoring systems and data from verified clean backups), and mitigation (taking all reasonable steps to protect affected individuals and the Government of Pakistan). Within fifteen (15) business Days of the initial notification, the Receiving Party shall deliver a comprehensive post-incident report containing a root cause analysis, timeline of events, description of all remedial actions taken, list of affected Confidential Information and AI Assets, a detailed plan to prevent recurrence, and confirmation of system restoration.

**7.5** The Receiving Party shall cooperate fully with Company in investigating and reporting the breach. All costs and expenses arising from investigation, containment, eradication, recovery, mitigation, notification, and reporting shall be borne solely by the Receiving Party, which shall not seek reimbursement from Company. Company retains the right to conduct an independent investigation, with costs borne by the Receiving Party if the breach is caused by its negligence.

**7.6** Where Confidential Information includes Personal Data, the Successful Bidder shall process such Personal Data in accordance with applicable Data Protection Laws, and shall implement appropriate technical and organisational measures to protect such Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, or damage.

**7.7** The Successful Bidder shall not transfer, store, process, host, back up, or permit access to any Confidential Information or Project Data outside the territorial jurisdiction of Pakistan without the prior written approval of the Company, consistent with the Sovereignty Requirements and Clause 15.4(iv) of the Main Agreement. (Added in detail in 7.2)

**7.8** Where Confidential Information relates to export-controlled technology (including, without limitation, AI accelerators, semiconductors, or related technical data), the Successful Bidder shall comply with all applicable export-control laws and regulations in the handling, use, and onward transfer of such information, and shall not transfer such information to any person or jurisdiction in a manner that would violate such laws.

## **8. NO LICENSE OR TRANSFER OF RIGHTS**

**8.1** Nothing in this NDA, and no disclosure of Confidential Information hereunder, shall be construed as granting the Successful Bidder any right, title, interest, or licence in or to the Confidential Information, whether express or implied, under any patent, copyright, trademark, trade secret, or other intellectual property right of the Company. Title to all Confidential Information disclosed by the Company shall remain solely with the Company (or, as applicable, the Government of Pakistan).

**8.2** This Clause 8 is without prejudice to, and shall be read subject to, the Intellectual Property Rights provisions of Clause 14 of the Main Agreement, including the carve-out at Clause 3.10 thereof in respect of solutions developed by third-party innovators listed on the NAIH Innovation Marketplace.

**8.3** The Company makes no representation or warranty, express or implied, as to the accuracy, adequacy, or completeness of any Confidential Information disclosed by it, and shall have no liability to the Successful Bidder or its Representatives arising from the Successful Bidder's use of, or reliance upon, such Confidential Information.

## **9. INDEMNIFICATION AND REMEDIES**

**9.1** Without prejudice to any other rights or remedies available to the Company at law or under this Agreement, the Successful Bidder shall indemnify, defend, and hold harmless the Company, its officers, employees, agents, and representatives from and against any and all claims, actions, proceedings, liabilities, losses, damages, costs, expenses (including reasonable legal fees), penalties, or demands arising out of or in connection with: (i) any breach by the Successful Bidder of its obligations under this NDA; or (ii) any unauthorized access to, use, disclosure, reproduction, or reliance upon the Confidential Information by any person to whom the Successful Bidder has disclosed such Confidential Information in violation of this NDA.

**9.2** The Successful Bidder acknowledges that a breach of this NDA may cause irreparable harm to the Company for which damages alone may not be an adequate remedy, and accordingly agrees that the Company shall be entitled to seek injunctive or other equitable relief against the Successful Bidder, in addition to any other remedies available at law or in equity, without the necessity of proving actual damages or posting a bond. (broad)

**9.3** The remedies provided in this NDA are cumulative and not exclusive of any other remedies available to the Company under the Main Agreement or applicable law.

## **10. FREEDOM TO DISCLOSE; NO PARTNERSHIP**

**10.1** Nothing in this NDA obliges the Company to disclose any particular Confidential Information to the Successful Bidder, and the Company retains absolute discretion as to the Confidential Information it chooses to disclose.

**10.2** Nothing in this NDA shall be construed to create a partnership, joint venture, or agency relationship between the Parties, and the Successful Bidder shall have no authority to bind or act on behalf of the Company, save as expressly provided in the Main Agreement.

## **11. GENERAL PROVISIONS**

**11.1** The Successful Bidder may not assign or transfer any of its rights or obligations under this NDA without the prior written consent of the Company. The Company may assign this NDA to any successor governmental or statutory body performing its functions.

**11.2** . No amendment to this NDA shall be effective unless in writing and signed by the duly authorised representatives of both Parties. No failure or delay by the Company in exercising any right under this NDA shall operate as a waiver thereof, and no waiver shall be valid unless in writing and signed by the Company.

**11.3** If any provision of this NDA is held to be illegal, invalid, or unenforceable, such provision shall be severed and the remaining provisions shall continue in full force and effect, and the Parties shall negotiate in good faith to replace the severed provision with a valid provision that most closely reflects the original commercial intent.

**11.4** This NDA, together with Clause 15 of the Main Agreement, constitutes the entire agreement between the Parties with respect to the confidentiality of information exchanged in connection with the Purpose, and supersedes all prior discussions, agreements, or understandings, whether oral or written, relating thereto.

**11.5** Any notice given under this NDA shall be given in the manner, and to the addresses, specified for notices under the Main Agreement.

**11.6** This NDA may be executed in two (02) counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

**12.1** This NDA shall be governed by, and construed in accordance with, the laws of the Islamic Republic of Pakistan, and the Parties submit to the exclusive jurisdiction of the Courts at Islamabad, subject to Clause 13.2 below.

**12.2** Any dispute, controversy, or claim arising out of or in connection with this NDA shall, in the first instance, be resolved amicably through negotiation between the Parties, and thereafter, in accordance with the Mediation by Expert and Arbitration provisions of Clause 20 of the Main Agreement, mutatis mutandis, save that the Company may, at any time, seek injunctive or other interim relief against the Successful Bidder before the Courts at Islamabad to restrain or prevent any actual or threatened breach of this NDA, pending the outcome of such mediation or arbitration.

IN WITNESS WHEREOF the Parties hereto have executed this Non-Disclosure Agreement on the date first written above.

**SIGNED FOR AND ON BEHALF OF  
IGNITE ("the Company")**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief Executive Officer  
CNIC: \_\_\_\_\_  
Date: \_\_\_\_ / \_\_\_\_ / 2026

**WITNESS 1**

Name: \_\_\_\_\_  
CNIC: \_\_\_\_\_  
Signature: \_\_\_\_\_

**WITNESS 2**

Name: \_\_\_\_\_  
CNIC: \_\_\_\_\_  
Signature: \_\_\_\_\_

**SIGNED FOR AND ON BEHALF OF  
THE SUCCESSFUL BIDDER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: CEO / MD / Authorised Signatory  
CNIC: \_\_\_\_\_  
Date: \_\_\_\_ / \_\_\_\_ / 2026

**WITNESS 1**

Name: \_\_\_\_\_  
CNIC: \_\_\_\_\_  
Signature: \_\_\_\_\_

**WITNESS 2**

Name: \_\_\_\_\_  
CNIC: \_\_\_\_\_  
Signature: \_\_\_\_\_