

Rs. 500/- Stamp Paper Print

P.O.#: _____

NON-DISCLOSURE AGREEMENT (NDA)

This agreement is entered into as of day of..... Year

between

Pakistan Security Printing Corporation (Pvt.) Limited, Manufacturer of Banknotes and Prize Bonds registered under the laws of Pakistan, having its registered office at Jinnah Avenue Malir Halt, Karachi, through its authorized representative _____ (hereinafter referred to as '**PSPC**', which expression, where the context so requires and permits, shall mean and include its successors-in-interest, administrators, executors, legal representatives and permitted assigns);

and

_____, having its registered office at through its authorized representative (hereinafter referred to as '**.....**' which expression, where the context so requires and permits, shall mean and include its successors-in-interest, administrators, executors, legal representatives and permitted assigns).

(PSPC and _____ are hereinafter collectively referred to as the "Parties" and individually as a "Party").

'Agreement' means this Agreement and all written amendments and revisions made thereto from time to time.

"Effective Date" means the date of execution of this Agreement.

'State' means the territory of the Islamic Republic of Pakistan.

WHEREAS

The Parties to this Agreement wishes to enter into an Agreement concerning the disclosure of certain proprietary and confidential information, whereby it will be necessary for each party (the "**Disclosing Party**") to disclose to the other Party (the "**Receiving Party**"), as the case may, information of a confidential or proprietary nature for the purposes as defined in the Agreement (**Authorized Purpose**) (irrespective of the form of presentation or communication including, but not limited to data, notes, analyses, compilations, studies, physical objects, samples, financial information, technical information, cost information, techniques, , material, methods, processes, sources and any other information, however, described, which is or could be valuable in the type of business in which Disclosing Party is engaged) provided that any disclosure of information made in writing shall be marked confidential or with words of similar effect and that any disclosure made orally shall subsequently be reduced to writing by the Disclosing Party and marked confidential or with words of similar effect with a copy sent to the Receiving Party within 30 days of disclosure ("Information").

IT IS AGREED AS FOLLOWS:

1. This Agreement will apply to any disclosure of Information on the Effective Date. This Agreement may be terminated by any Party after giving a prior notice of 30 (Thirty) days' in writing; or immediately if the Disclosing Party has reason to believe that the Receiving Party is in breach of any of the obligations contained herein. Such termination shall not affect any obligation imposed by this Agreement with respect to Information received prior to such termination.
2. Receiving Party shall hold and protect the Confidential Information in the same manner as it protects its own confidential information and in any event such protection shall not be less than that which a reasonable person or business would take in protecting its own confidential information; and shall use the Confidential Information for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information and only disclose Information on a need-to-know basis to such of its employees, contractors, agents, representatives and consultants as is reasonably required, and are under similar obligations of confidentiality as contained in this Agreement, the use whereof shall be restricted for Authorized Purpose only.

Receiving Party shall not, without the prior written approval of the Disclosing Party, use, publish, copy, or otherwise disclose the Confidential Information to others, or permit the use by others for any purpose other than the Authorized Purpose. Receiving Party shall, forthwith upon receipt of a written request from the Disclosing Party or on termination:

- (i) return all information supplied by the Disclosing Party as well as items and materials relating to or derived from the Information;
 - (ii) deliver to the Disclosing Party or at its request destroy immediately all items and materials made by the Receiving Party containing Information, that are not returned pursuant to paragraph (i) above;
 - (iii) not keep copies or duplicates of any items or materials referred to in paragraphs (i) or (ii) above; and
 - (iv) provide a certificate signed by a senior officer of the Receiving Party confirming that the provisions of this clause have been complied with.
3. This Agreement shall not apply to any Information which the Receiving Party: (a) can show is or becomes publicly available through no fault of the Receiving Party; (b) can show was in its possession prior to the date of disclosure; (c) may subsequently receive from any third party legally in possession of the Information and who was not restricted from disclosing it; (d) can show is independently acquired by the Receiving Party as a result of work carried out by an employee, consultant or contractor of the Receiving Party to whom no disclosure of Information has been made; or (e) is required to disclose pursuant to a court order or any law/rules/regulations provided that the Receiving Party shall have given prior written notice to the Disclosing Party.
4. This Agreement shall not be deemed to confer or imply the grant or agreement to grant by the Disclosing Party to the Receiving Parties of any of its rights under copyright, patents, trademarks, design rights or other similar rights. All Information supplied hereunder is supplied on an "as is" basis and the Disclosing Party gives no representation or warranty as to its accuracy, completeness or fitness for any purpose other than the Authorized Purpose. The Disclosing Party shall not be liable for any loss or damage suffered by the Receiving Parties as a result of any Receiving Party's use of the Information.
5. This Agreement does not create any agency or partnership relationship and each party shall act as an independent entity. This Agreement will not be assignable or transferable by the Parties. All additions or modifications to this Agreement must be made in writing and signed by the Parties.

6. Notices shall be delivered personally, or by prepaid first class mail, or transmitted by facsimile to the Parties at such address or number as the parties shall specify from time to time.
7. The Receiving party may obtain consent of the Disclosing party for any waiver of rights, to share information received under this Agreement to a third party for the Authorized Purpose. Any waiver of any right under this Agreement is only effective if it is in writing and applies to the specific circumstance for which it has been given.
8. In the event of a breach, Disclosing Party shall be entitled, in addition to any other remedies and damages available at law or in equity, to an injunction to restrain the violation thereof by Receiving Party, or its employees, contractors, agents, representatives and consultants ,
9. This Agreement shall be governed by and shall be construed in accordance with the laws of Pakistan. In case a dispute arises between the Parties with regard to the terms of or rights and obligations of the Parties under this Agreement, if not resolved amicably, shall be referred to the arbitrator to be mutually appointed by the Parties. The arbitration shall be carried out in accordance with the Arbitration Act, 1940 in English. The award shall be conclusive, and binding on the Parties and the Parties submit to the non-exclusive jurisdiction of the Pakistan's Courts.

In WITNESS WHEREOF, the parties have executed this Agreement and shall be effective as of the date first above written.

For and on behalf of
of
Pakistan Security Printing Corporation

For and on behalf

This Agreement has been executed in the presence of the following witnesses:

1. Full Name: _____
Address: _____
Signature: _____
CNIC No: _____
2. Full Name: _____
Address: _____
Signature: _____
CNIC No: _____