



The First MicroFinanceBank
اولين بانک قرضه های کوچک

NON-DISCLOSURE (CONFIDENTIAL) AGREEMENT

Date of Issue: 18 Jan 2018

Issued By: The First Microfinance Bank, Afghanistan (FMFB-A)



Non-Disclosure (Confidential) Agreement

This agreement is made as of the Jan **XX** 2017 between [The First Microfinance Bank, Afghanistan (FMFB-A) the “Disclosing Party”] and [] (the “Receiving Party”).
(Together referred to as ‘the parties’).

Whereas, FMFB-A has entered in to a tender process with the Receiving Party to obtain a proposal for the selection of business continuity and disaster recovery (BC&DR) program and related services (the “purpose”) and in this regard, may make available to Receiving Party certain information that is confidential and proprietary.

The Receiving Party understands that the Disclosing Party has disclosed or may disclose related information, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

Now this agreement witnesses, that the receiving party hereto respectively agree on not disclosing the information as follow.

1. **“Confidential Information”** means non-public information that Disclosing Party designates as being confidential. Confidential information includes but not limited to (1) business plans, methods, policy and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;
2. **Non-Disclosure** – Receiving Party shall not under any circumstances disclose directly or indirectly any Confidential Information to third parties, keep it strictly confidential and take all reasonable precautions to protect such Proprietary Information, following its disclosure to or acquisition by Receiving Party and shall use same only for the Purpose. However, Receiving Party may disclose Confidential Information in accordance with judicial, administrative or other governmental order, provided Recipient shall give FMFB-A reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

The Receiving Party shall procure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement.

3. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.
4. **No Public Statements** – Receiving party shall not, without the prior written consent of FMFB-A, issue any press release or make any announcement or statement concerning the fact that discussions or negotiations are taking place or have taken place in connection with the Purpose.
5. **Unauthorized Disclosure** – Receiving Party shall notify FMFB-A immediately upon discovery of any unauthorised use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement by Receiving Party, its employees, sub-contractors, agents or consultants,



and will co-operate with FMFB-A in every reasonable way to help FMFB-A regain possession of the Confidential Information and prevent its further unauthorized use.

6. As a violation by Receiving Party of this Agreement could cause irreparable injury to the Disclosing Party and as there is no adequate remedy at law for such violation, the Disclosing Party may, in addition to any other remedies available to it at law or in equity, enjoin the Receiving Party in a court of equity for violating or threatening to violate this Agreement. In the event either Disclosing Party is required to enforce this Agreement through legal action, then it will be entitled to recover from the Receiving Party all costs incurred thereby, including without limitation, reasonable attorney's fees.
7. This Agreement shall be governed by the laws of the jurisdiction in which the Disclosing Party is located (or if the Disclosing Party is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

Signed on behalf of Receiving Party (_____)

Signature and Stamp: _____

Name: _____

Title: _____

Date: / /