



NON-DISCLOSURE AGREEMENT

LEEJAM SPORTS COMPANY
AND



NON DISCLOSURE AGREEMENT

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NON DISCLOSURE AGREEMENT

This non-disclosure agreement (hereinafter the “Agreement”) is made on this date () (hereinafter the “Effective Date”) by and between:

PARTIES

Leejam Sports Company, a Saudi Arabian joint stock company, incorporated in Riyadh under the commercial registration number 1010337986 with its address at Thumama Road, PO Box 295245 ,Riyadh 11351, kingdom of Saudi Arabia. Tel: +966112101015. Website: Leejam.com.sa. "First Party".

AND

commercial registration number (“Second Party”) and are referred to collectively in this Agreement as “Parties” and individually as a “Party”.

In consideration of the mutual promises the Parties agree as follows:

1 Preamble

- 1.1 WHEREAS, the Parties shall be discussing areas of potential collaborations with regard to (“Purpose”), and as such, the Disclosing Party shall be disclosing (pursuant to the terms herein) certain Confidential Information to the Receiving Party in relation to the Purpose.
- 1.2 WHEREAS, the Disclosing Party may disclose to the Receiving Party certain information which the Disclosing Party deems confidential, and such information may include but is not limited to any: information which may be deemed confidential and/or important to the Disclosing Party (whether expressed or not by the Disclosing Party to be confidential), technical information and/or data, facilities, products, recipes, techniques, solutions and processes, demonstrations, devices, apparatus, models, computer programs, magnetic mediums, specifications, diagrams, drawings, data, information, samples of any kind and/or documents related to products, technologies, know-how, trade secrets, marketing activities, customers, suppliers, financial and commercial information, profitability, strategies, business and product development and the like in any form whatsoever, whether written, physical, in magnetic form, digital verbal, electronic or any other form which are of a proprietary information and/or confidential nature to the Disclosing Party and whether they were directly and/or indirectly disclosed and/or made available on, before and/or after the Effective Date (collectively the "Confidential Information"). Failure by the Disclosing Party to confirm any information as confidential (whether in writing or orally) shall not prevent and/or limit such information from being Confidential Information under this Agreement.
- 1.3 WHEREAS, in this Agreement the term "Disclosing Party" shall mean the party disclosing Confidential Information and the term "Receiving Party" shall mean the party receiving Confidential Information.



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NOW THEREFORE, in the consideration of the premises and the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follow:



2 Non-Disclosure of the Confidential Information

- 2.1 The Receiving Party agrees and undertakes to keep the Confidential Information received from the Disclosing Party in strict confidence and not to disclose it to any third party, nor make any use of it for any purpose other Purpose. For that Purpose (but without reducing the scope of the obligation in the preceding sentence) the Receiving Party shall take precautions at least as strict as those it uses to protect its own Confidential Information, but no less than a reasonable level of precaution, to prevent unauthorised access to or disclosure or use of the Confidential Information of the Disclosing Party.
- 2.2 The Receiving Party may disclose Confidential Information to its affiliated companies, directors, officers, employees, subcontractors, accountants, lawyers, financial and professional advisors (hereinafter referred to as the “Representatives”), who reasonably need access to the Confidential Information for the Purpose and such disclosure shall be solely in relation to the Purpose; provided however, that such Representatives agree to comply with this Agreement as if they were parties to this Agreement. The Receiving Party shall be liable to the Disclosing Party for any breach of the terms of this Agreement by any of its Representatives.

3 Return of the Confidential Information

- 3.1 At the expiration or termination of this Agreement, the Receiving Party and its Representatives shall, if so requested in writing by the Disclosing Party, promptly return to the Disclosing Party all tangible Confidential Information that have been provided and all copies, reproductions or extracts thereof; and the Receiving Party shall destroy/delete all summaries, notes, studies, compilations or written or electronic copies and records that reflect any of the Confidential Information (whether tangible or intangible) prepared by either Party or any of their Representatives. That destruction/deletion (or return/delivery) will be confirmed in writing by the Receiving Party. The foregoing obligation to return or destroy documents shall not extend to documents which the Receiving Party is obligated to retain pursuant to any applicable law, rule, regulation, policy or as required by a competent authority, however, any such document shall remain subject to this Agreement and will survive the termination or expiration of this Agreement.

4 Non-Confidential Information

- 4.1 The obligations of the Receiving Party under this Agreement with respect to any Confidential Information shall not be binding on the Receiving Party if such Confidential Information:
 - 4.1.1 is lawfully and demonstrably known to the Receiving Party prior to the time of disclosure;
 - 4.1.2 is in the public domain, or subsequently comes into the public domain, through no fault of the Receiving Party;
 - 4.1.3 is received by the Receiving Party lawfully from a third party which has not obtained such Confidential Information directly or indirectly from the Disclosing Party under an obligation to keep it confidential;

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- 4.1.4 is independently developed by the Receiving Party without knowledge or benefit of the Confidential Information; and
- 4.1.5 is required to be disclosed by applicable law or governmental regulation or by any competent body or authority, provided that the Receiving Party shall notify the Disclosing Party of the information to be disclosed (and of the circumstances in which the disclosure is alleged to be required) as early as reasonably possible before such disclosure must be made and shall take all reasonable actions to avoid and limit such disclosure.

5 Indemnity

- 5.1 In the event the Receiving Party or its Representatives breach any of the provisions of this Agreement, the Receiving Party shall indemnify the Disclosing Party and any of its directors, officers and/or employees and hold them harmless against any actions, suits, demands, claims, costs, losses, liabilities, expenses or damages they may suffer or incur from a breach of this Agreement by the Receiving Party or its Representatives.
- 5.2 The Receiving Party hereby acknowledges and agrees that, in the event of a breach of this Agreement, monetary damages may be an inadequate means of addressing any losses or damages that are, or may be, suffered by the Disclosing Party. The Receiving Party further acknowledges and agrees that the Disclosing Party, in its sole and absolute discretion, shall be entitled to seek any injunctive or any other equitable and/or legal forms of relief in respect of this Agreement as it may deem necessary or appropriate.

6 Confidential Information

- 6.1 The Receiving Party acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be incurred by the Disclosing Party, or by any of its respective directors, officers, employees, agents or advisors, as to, or in relation to, the truth, accuracy, completeness or reasonableness of the Confidential Information.
- 6.2 The Disclosing Party expressly disclaims any and all liability that may be based on the Confidential Information, errors therein or omissions from the Confidential Information or in any other written or oral communications transmitted or made available to the Receiving Party. The Disclosing Party does not accept any obligation to keep the Confidential Information up-to-date.

7 No License

- 7.1 Nothing in this Agreement shall be construed as granting any rights to the Receiving Party under any intellectual property rights, nor shall this Agreement be construed to grant the Receiving Party any rights in or to the Confidential Information, except the limited right to review such Confidential Information solely for the Authorized Purposes. For the avoidance of doubt, each Party shall not be entitled to use the trade marks, logos or other marks of the other party unless and until a license agreement has been entered into by both Parties.

8 DISCLAIMER

- 8.1 The Disclosing Party does not make any representation, warranty or guarantee whatsoever to a Receiving Party with respect to the Confidential Information.

9 REQUIRED DISCLOSURE

- 9.1 If the Receiving Party is required to disclose any Confidential Information by law, court order or regulation, the Receiving Party will take reasonable steps to give the disclosing Party prior notice. In case of time constraint the Receiving Party shall disclose the required information and notify the disclosing Party.

10 COPIES

- 10.1 The Receiving Party shall not copy or reproduce the Confidential Information by any means whatsoever without the prior written consent of the Disclosing Party. The Receiving Party shall ensure that any copies shall contain any proprietary or confidential notices which appear on the original of the Confidential Information, and that all Confidential Information can be separately identified from the Receiving Party's own information.

11 NOTICES

- 11.1 Any notice which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if mailed by prepaid registered mail or served personally upon the Party for whom it is intended, addressed for LEEJAM SPORTS COMPANY. CR NO. 1010337986, Thumama Road, PO Box 295245, Riyadh 11351, kingdom of Saudi Arabia and The date of receipt of any notice, if served personally, shall be deemed to be the date of delivery thereof and, if mailed, the seven business day after dispatch.

12 FURTHER ASSURANCES

- 12.1 Either Party at all times, and from time to time, and upon every reasonable written request to do so, shall make, do, execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required for more effectively implementing and carrying out the meaning of this Agreement.

13 ASSIGNMENT

- 13.1 Each Party may not assign this Agreement without the prior written consent of the other Party.

14 NO OBLIGATION

- 14.1 Neither Party has any obligation under this Agreement to complete any transaction or provide, accept, purchase or offer for sale any products or services to or from the other Party.



15 ENFORCEMENT

15.1 Delay or failure to exercise any right or remedy hereunder shall not impair such right or remedy or be construed as a waiver thereof or as acquiescence in a breach of this Agreement. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.

16 TERM

16.1 This Agreement shall be valid for (5) years from the date written above and shall not be renewed except with the written consent of both Parties. Either Party may terminate this agreement at any time during its validity or during any renewable period according to his absolute discretion by serving the other Party thirty (30) day notice. The confidentiality information shall remain valid during and after the date of termination of this agreement for five years.

17 SEVERANCE

17.1 If any court finds any provision of this Agreement to be invalid, unenforceable or illegal, such provision shall be severed from this Agreement but the other provisions of this Agreement shall remain in full force and effect.

18 GOVERNING LAW

18.1 This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the Saudi Arabia. Any dispute shall be resolved amicably within 30 days, if the parties fail to reach an amicable solution, then it is agreed to settle the dispute through Saudi law, and the litigation shall be in Riyadh.

IN WITNESS WHEREOF the Parties have duly executed the Agreement as of the date first above written.

Agreed for and on behalf of:	Agreed for and on behalf of:
Signed By:	Signed By:
First party	Second party
Name:	Name:
Position Held:	Position Held:
Date:	Date:
Stamp:	Stamp:

