

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (hereinafter referred to "Agreement") is

made on _____ by and between
(dd/mm/yyyy)

Interactive Advertising Bureau, a duly registered association under the laws of UAE and having its office at Dubai Association Centre, 2nd Floor, The Offices 02 Building in One Central, World Trade Center, Dubai, United Arab Emirates, (hereinafter referred to as the "IAB MENA").

and

(Company Name)

and its fully owned entities that are member(s) of the IAB MENA.

Represented by

(First and Last Name)

holding the position of _____
(Position | Job Title)

"Disclosing Party" means the party or its representatives furnishing Confidential Information under this Agreement.

"Receiving Party" means the party or its representatives receiving Confidential Information under this Agreement.

"Representatives" means the officers, directors, employees, partners, members, managers, agents, advisors, subsidiaries, affiliates or representatives of a Party.

(Each a "Party" and collectively the "Parties").

In consideration of the mutual promises and covenants made herein, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

- 1) The Disclosing Party agrees that in the execution of their duties at the IAB MENA, they may disclose certain information in connection with their organizational and business plans, project data and other sensitive information, for the purposes of the Parties conducting the business of the IAB MENA "Purpose" and in compliance with the IAB MENA's Data and Privacy Policy and Information Security Policy.
- 2) For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, such as, but not limited to technical information including methods, processes, systems, techniques, computer programs, research projects, specific clients' plans, clients' media rates and deals, and clients' business information including marketing data or plans.

- 3) In consideration of the exchange of Confidential Information the Receiving Party agrees;
- to hold the Confidential Information in confidence;
 - not to disclose, publish or communicate the Confidential Information to any third party;
 - to use the Confidential Information wholly and exclusively in relation to the Purpose and not to use any part of the Confidential Information for any other purpose (including any competitive or commercial purpose) whatsoever;
 - to abide by the other terms set out in this Agreement;
 - to ensure that each person to whom disclosure of Confidential Information is made is fully aware in advance of the Receiving Party's obligations under this Agreement;
 - to keep confidential and not to reveal to any person, firm or company that discussions or negotiations are taking place or have taken place between the Parties in connection with the proposed transaction;
 - to treat and safeguard as private and confidential all the Confidential Information, and ensure proper and secure storage of the same. All Confidential Information should be clearly marked by the Receiving Party as belonging to the Disclosing Party;
 - to make copies of the Confidential Information only to the extent strictly necessary for the Purpose all Confidential Information copied by the Receiving Party should be clearly marked by the Receiving Party as belonging to the Disclosing Party; and
 - destroy or return at the discretion of the Disclosing Party the Confidential Information and all copies thereof, except those that may be required to be retained in compliance with any legal or regulatory obligation of the Receiving Party.
- 4) The Receiving Party may disclose the Confidential Information:
- to those of its directors, officers, and employees who need to know the same on the basis that the Receiving Party will inform each of them of the confidential nature of the Confidential Information and of the Receiving Party's obligations under this Agreement and that such directors, officers, and employees agree to keep the same confidential on the terms of this Agreement;
 - in accordance with the written authorization of the Disclosing Party; or as required by law, including by any judicial authority in the UAE or government body or regulatory authority, provided however, that in the event of a proposed disclosure pursuant to this clause 4(c), the Parties shall co-operate in good faith regarding the timing and the content of any disclosure.
- 5) The restrictions on use or disclosure of the Confidential Information will not apply to:
- any information which is in the public domain (provided that this has not happened because of a breach of this Agreement or any other duty of confidentiality);
 - any information which the Receiving Party can clearly demonstrate was already possessed prior to disclosure by the Disclosing Party and where the Receiving Party was at the time of such disclosure free to disclose that information to others;
 - any information which can be clearly demonstrated to be independently originated by the Receiving Party from a third party in circumstances in which such party is free to disclose it to others.
- 6) The confidentiality obligations in this Agreement shall apply to the Receiving Party for a period of 2 years from the date of receipt of Confidential Information; and the confidentiality obligations

IAB MENA

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Dubai World Trade Center, P.O. Box 9292, Dubai, UAE



in this Agreement in relation to Confidential Information retained pursuant to Clause 3(i) shall apply to the Receiving Party for an unlimited period.

- 7) Each Party understands and acknowledges that the Confidential Information is supplied to the other Party solely to assist that Party with the Purpose and that neither the other Party nor any of its personnel is making any representation or warranty, express or implied, as to the accuracy, adequacy or completeness of the Confidential Information disclosed, and that neither the other Party nor any of its personnel will have any liability to any person resulting from any use of the Confidential Information. Each Party further acknowledges that it will rely exclusively on the results of its own investigations, together with such express warranties or indemnities (if any) as may be given in any agreement made following the supply of the Confidential Information pursuant to this Agreement.
- 8) This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party.
- 9) This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the Federal Laws of the United Arab Emirates as applied in the Emirate of Dubai.
- 10) Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to the Dubai International Arbitration Centre (DIAC) and finally resolved by arbitration under the DIAC Arbitration Rules in force on the date of the submission of the request for arbitration ("the Rules"), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators, to be appointed in accordance with the Rules, shall be one. The legal seat of the arbitration shall be in the Emirate of Dubai and the language of the arbitration shall be English.
- 11) Each party has signed this Agreement through its authorized representative.

Signed by

Signed by

For and on behalf of

For and on behalf of **IAB MENA**

(company name)

(name & signature)

(title)

1

(name & signature)

Title: IAB MENA Authorized Signatory

2

(name & signature)

Title: IAB MENA Authorized Signatory

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