



Emaar Giga Karachi Limited  
Emaar Sales Centre, DHA Phase-2  
Extension, Islamabad Highway  
Islamabad – Pakistan

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## CONFIDENTIALITY AGREEMENT

**THIS AGREEMENT** is entered into this                    **day of**                    , **2016**

### **By and Between**

**Emaar Giga Karachi Ltd.**, a company organized and existing under the laws of Pakistan, having its registered office at Emaar Sales Centre, DHA Phase 2-Extension, Islamabad Highway, Islamabad, (hereinafter referred to as **the "Disclosing Party"**; which expression shall include its successors-in-interest and assigns);

### **And**

COMPANY NAME                    , a company organized and existing under the laws of COUNTRY                    , having its registered office at BUSINESS ADDRESS                    (hereinafter referred to as the **"Receiving Party"**, which expression shall, where the context so admits, include their successors-in-interest and assigns) ;

The **Disclosing Party** and **Receiving Party** are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

**Whereas** the **Disclosing Party** plans to develop a multi-purpose development project which shall include the construction of residential, commercial, retail and entertainment units on land situated at DHA, Karachi (**The Project**).

**And Whereas** the Receiving Party may receive certain documents and information regarding the Project;

**Now, Therefore**, this Agreement witnesses that, in consideration of the mutual covenants contained herein, it is hereby agreed by and between the Parties hereto as under:

1.0 For the purposes of this Confidential Agreement, **"Confidential Information"** means any and all information concerning the project including, without limitation, the existence of the concept for the Project itself, all designs, photographs, drawings, specifications, literature, cash flows, proformas, promotional material (whether written or not) and any other material bearing or incorporating any information relating to the Project and intellectual property rights therein, but does not include any such information which (a) is already in the public domain; (b) the

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- Disclosing Party subsequently makes public; (c) the Receiving Party is obliged to disclose under the applicable law or by a governmental order, decree, regulation or rule or order of a competent authority or a court of competent jurisdiction, provided that the Receiving party gives written notice to the Disclosing Party prior to such disclosure; or (d) becomes known otherwise than through a breach of this Agreement.
- 2.0 In consideration of **Disclosing Party** disclosing to the **Receiving Party** the concept of the Project and the Confidential Information, the **Receiving Party** hereby undertakes that they:
- 2.1 shall maintain confidential the Project.
  - 2.2 shall maintain confidential all Confidential Information that they may acquire in any manner.
  - 2.3. shall not directly or indirectly disclose any of the Confidential Information in whole or in part to any person, firm or company whomsoever or whatsoever, except with the prior written consent of the **Disclosing Party** in accordance with this Confidential Agreement, or where the disclosure is made in the ordinary course of business to a party appointed by the **Disclosing Party** in respect of the Project.
  - 2.4 shall not, and shall use their best endeavors to procure that their personnel do not, at any time hereafter, reproduce or distribute in any form or by any means any of the Confidential Information to or for any person, firm or company whomsoever or whatsoever, except with the prior written consent of the **Disclosing Party** in accordance with this Confidential Agreement or where the disclosure is made in the ordinary course of business to a party appointed by the **Disclosing Party** in respect of the Project.
  - 2.5 shall maintain, and at the request of the **Disclosing Party**, immediately deliver the original acknowledgement of each relevant member of their personnel and any party to whom information is disclosed under Clause 2.3 hereof to be bound by this Confidential Agreement.
- 3.0 To ensure the confidentiality attaching to the Confidential Information, the **Receiving Party** further undertakes that they shall:
- 3.1 keep separate all Confidential Information and all information generated by them based thereon, from all other documents and records held by them.
  - 3.2 keep all documents and any other material bearing or incorporating any of the Confidential Information at their Registered Office/usual

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place of business or any of its Branch office(s)/subsidiaries/affiliate located anywhere in the world **duly notified to the disclosing party.**

- 3.3 not use, reproduce, transform or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of their Registered Office/usual place of business, except to the extent it is advisable, in furtherance of the Project, to transmit Confidential Information by electronic data communication to a party appointed by the **Disclosing Party** in respect of the Project and approved persons under 2.3 hereof or to alternate locations of their business in which case appropriate measures shall be implemented to maintain confidentiality.
- 3.4 allow access to the Confidential Information exclusively to those employees who have reasonable need to see it and shall inform each of the said employees of the confidential nature of the Confidential Information and of the obligations on them in respect thereof and shall obtain the above mentioned Confidential Agreement.
- 3.5. make copies of the Confidential Information only to the extent that the same is strictly required for the purposes of its evaluation by them.
- 3.6 on the request of the **Disclosing Party** made at any time, deliver up to the **Disclosing Party** all documents and other material in their possession, custody or control that bear or incorporate the whole of, or any part of, the Confidential Information.
- 4.0 The **Receiving Party** hereby acknowledges that damages alone would not be an adequate remedy for the **Disclosing Party** in respect of the breach of any of the provisions of this Confidential Agreement and accordingly, without prejudice to any and all rights which the **Disclosing Party** may have, the **Disclosing Party** shall be entitled by order of a competent court, without proof of special damage, to the remedies of injunction, attachment, specific performance and other relief for any threatened or actual breach of this Confidential Agreement.
- 5.0 The **Receiving Party** hereby agrees to hold and keep the **Disclosing Party** indemnified from and against any and all liabilities, losses, damages, costs, expenses (including legal fees, court fees and professional fees), suits and claims which the **Disclosing Party** may suffer or incur as a result of any breach of this Confidential Agreement by the **Receiving Party**, which indemnity shall be enforceable by order of a court of competent jurisdiction.

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- 6.0 The construction, validity and performance of this Confidential Agreement shall be governed by the laws of the **Islamic Republic of Pakistan**.
- 7.0 No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorised representative of each of the Parties hereto.
- 8.0 This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto with respect thereto, whether written or oral, expressed or implied.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their duly authorised representative on the date first written above.

<b>DISCLOSING PARTY</b>	<b>RECEIVING PARTY</b>
for and on behalf of <b>Emaar Giga Karachi Limited</b>    <b>MANAGER PROCUREMENT</b>	for and on behalf of <b>COMPANY NAME &amp; Signature &amp; Stamp</b>    <b>NAME</b> <b>DESIGNATION</b>

**Witnesses:**

- 1. In the presence of .....
- Name: .....
- Date: .....
  
- 2. In the presence of .....
- Name: .....
- Date: .....