

APPENDIX A
NON-DISCLOSURE AGREEMENT
("AGREEMENT")

This AGREEMENT, made on the _____ 2024 by and between Oman Tourism Development Co SAOC (" **Omran**") , and the bidder ("**Tenderer**") _____ of (address) _____

The parties desire to enter into preliminary discussions concerning a particular tender process.

The discussions may lead to a business contract concerning services between the parties. In the course of such discussions it will be necessary for the parties to disclose to each other certain information both visually and orally, which they deem to be confidential ("**CONFIDENTIAL INFORMATION**") for purposes of the evaluation of the desirability of entering into such business contract. The CONFIDENTIAL INFORMATION may include, without limitation, trade secrets, business plans, financial data, audit reports, proposal forms , technical data, the nature of project or proposals under consideration, information about its technology and systems, information about its businesses, operation, personnel, prospects, strategic direction and financial condition, proprietary know-how, data, documents, designs, photographs, plans, graph, drawings and other items pertaining to the above subject matter as may be necessary or desirable for such evaluation. To protect such CONFIDENTIAL INFORMATION the parties (the party disclosing the CONFIDENTIAL INFORMATION and the party receiving same are hereinafter called "**DISCLOSER**" and "**RECIPIENT**", respectively) agree as follows:

1. RECIPIENT agrees to receive and hold all such CONFIDENTIAL INFORMATION acquired from DISCLOSER in strict confidence and to disclose same within its own organization only, and only to those of its employees who have agreed in writing (under RECIPIENT's own blanket or specific agreement form) to protect and preserve the confidentiality of such disclosures and who are designated by RECIPIENT to evaluate the CONFIDENTIAL INFORMATION for the aforementioned purposes. Without affecting the generality of the foregoing, RECIPIENT will exercise no less care to safeguard the CONFIDENTIAL INFORMATION acquired from DISCLOSER than RECIPIENT exercises in safeguarding its own confidential or proprietary information.
2. RECIPIENT agrees that it will not disclose or use CONFIDENTIAL INFORMATION acquired from DISCLOSER, in whole or in part, for any purposes other than those expressly permitted herein. Without affecting the generality of the foregoing, RECIPIENT agrees that it will not disclose any such CONFIDENTIAL INFORMATION to any third party or use same for its own benefit or for the benefit of any third party.
3. The foregoing restrictions on RECIPIENT's disclosure and use of CONFIDENTIAL INFORMATION acquired from DISCLOSURE shall not apply to the extent of information (i) known to RECIPIENT prior to receipt from DISCLOSER (ii) of public knowledge without breach of RECIPIENT's obligations hereunder, (iii) rightfully acquired by RECIPIENT from a third party without restriction on disclosure or use, (iv) disclosed by DISCLOSER to a third party without restriction on disclosure or use, or (v) independently developed by RECIPIENT relies as relieving it of the restrictions hereunder on disclosure or use of such CONFIDENTIAL INFORMATION, and provided further that in the case of any of events (ii), (iii), (iv), and (v), the removal of restrictions shall be effective only from and after the date of occurrence of the applicable event.
4. The furnishing of CONFIDENTIAL INFORMATION hereunder shall not constitute or be construed as a grant of any express or implied license or other right, or a covenant not to sue or forbearance from any other right of action (except as to permitted activities hereunder), by DISCLOSER to RECIPIENT under any of DISCLOSER's patents or other intellectual property rights.

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5. In the event that the parties enter into a written contract concerning a business relationship of the type contemplated herein, the provisions of such contract concerning confidentiality of information shall supersede and prevail over any conflicting provisions of this Agreement.

6. The Tenderer agrees to indemnify and hold harmless Omran from any loss, cost, expense, liability or other damage incurred by the Omran as a result of any breach of this Agreement by the Tenderer.

7. Agreement shall be governed by and interpreted under the laws of The Sultanate of Oman and the parties agree that any legal actions or proceeding with respect to this Agreement will be subject to the non-exclusive jurisdiction of the Courts in Oman.

8. The term of this Agreement and the prohibition with regard to disclosing CONFIDENTIAL INFORMATION shall be indefinite.

9. The Tenderer shall return upon written request of Omran, within 7 days all Confidential Information which the Tenderer may have in its possession or under its control.

Each party acknowledges its acceptance of the terms of this Agreement by the signature below of its authorized officer.

Date: _____ Signature **Oman Tourism Development Company SAOC** _____

Date: _____ Signature (**Tenderer**) _____ **Stamp:**