

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)

EFFECTIVE DATE: _____

NAME OF PROJECT WITH ITS ID: _____

VALIDITY OF NDA: FIVE YEARS WITH EFFECT FROM EFFECTIVE DATE

1.0. Parties involved in this Non-Disclosure Agreement

1.1. This Non-Disclosure Agreement exists between (Insert *Name of your company*) (hereinafter referred to as "Recipient") and National Bank of Pakistan.

2.0 Commencement Date of this Non-Disclosure Agreement

2.1. This Non-Disclosure Agreement commences on the date indicated at the top of this page.

3.0 Purpose of this Non-Disclosure Agreement

3.1. This Non-Disclosure Agreement serves to protect all confidential information and intellectual property developed for and owned by NBP for Hiring Consultancy Services for BPR & COSO Implementation.

4.0. Scope of this Non-Disclosure Agreement

4.1 "Confidential Information" means any Information directly or indirectly concerning, or related to the:

4.1.1 Information about the activities of the NBP

4.1.2 Information about the above mentioned categories Project by NBP, including but not limited:

- Policies
- Procedure
- Business Rules
- Validation Checks, all project related information
- Process followed etc.

4.1.3 Information about NBP, above mentioned categories projects as per RFP

4.1.4 Any other information the recipient having obtained from NBP deliberately or otherwise during the course of this exercise.

5.0 Forms of Confidential Information

5.1 Confidential information and intellectual property may be:

5.1.1 Oral, written, electronic or other machine readable form

5.1.2 Translated from the original, modified, updated or altered originated or obtained by NBP

6.0 Duty to Protect

6.1. Recipient shall protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own Confidential Information of a similar nature.

6.2. Recipient must ensure that secure custody of the Confidential Information and must take all reasonable Precautions to prevent the access, use, or disclosure of this information by third parties.

6.3 Recipient shall not disclose or attempt to disclose any Confidential Information to any person or entity other than its consultants and legal advisors who need access to such Confidential Information, and shall assure that all such persons treat the Confidential Information in accordance with all of the terms hereof.

6.4 Recipient shall not make or take any copies of Confidential Information, unless previously approved by Discloser.

6.5. Recipient shall not use or attempt to use any of the Confidential Information for his/her own benefit or for the benefit of any other person or entity.

6.6 Recipient will not be authorized to use or possess the Confidential Information upon the date that his/her services to NBP are completed or terminated.

6.7 Recipient shall promptly return the Confidential Information, or certify in writing to the complete destruction thereof, as directed by NBP in writing.

6.8 The laws of Pakistan shall govern the interpretation and enforcement of this agreement.

6.9 Recipient shall be bound by conditions 6.1 through to 6.9 (inclusively) until released in writing by NBP

7.0 Remedies:

The Recipient acknowledges that he/she has been informed that if he / she breaches this Agreement NBP, in addition to terminating the Recipient's project or contract and taking other actions available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from the Recipient an amount equal to the damages that may be caused by the breach together with all costs and expenses including attorney's fees incurred by NBP in taking.

8.0 Indemnity:

The Recipient agrees to indemnify and hold harmless NBP from and against all sums of money, actions, proceedings, suits, claims, demands, costs, expenses and any other amounts whatsoever incurred as a result of the disclosure of confidential information to any third party through the Recipients wrongful act. The provision of this clause shall survive termination of this Agreement.

Agreed to and Accepted by:

National Bank of Pakistan

(Signature of "Authorized Representative")

(Signature of NBP Authorized Agent)

(Printed Name of "Recipient")

(Printed Name of NBP Authorized Agent)

(Company Name & Seal)

(Title)

(Date)

(Date)

(Contact No & E-Mail Address)