

[To be printed on letterhead of the Bidder or, in case of Consortium, the Lead Member]

STRICTLY PRIVATE & CONFIDENTIAL

[Insert Date]

To:

DIRECTOR AIRPORT SERVICES

HEADQUARTERS CIVIL AVIATION AUTHORITY,
TERMINAL 1, JINNAH INTERNATIONAL AIRPORT,
KARACHI, PAKISTAN

From:

M/s _____ [Insert legal name of the Bidder]
_____ [Insert Address of the Bidder]

(the **Bidder**)

RE: NON-DISCLOSURE AGREEMENT

(Capitalized terms used but not defined herein shall bear the meanings given to them in the request for proposal documents issued by the Grantor on August 8, 2023)

Dear Sir,

This Non-Disclosure Agreement (this **Agreement**) sets out the terms and conditions governing disclosure and exchange of Confidential Information (defined below) (including proprietary information and the information being made available through the Data Room) between the Grantor and the Bidder whereby the Bidder intends to explore the possibility of entering into the Concession Agreement for the Islamabad International Airport Public-Private Partnership Project (the **Project**).

Confidential Information means all documents, software, reports, data, records, forms and other materials and information provided to the Bidder by the Grantor or its advisors either verbally or in writing pursuant to this Agreement including (without limitation) all information and materials provided to the Bidder by the Grantor through the Data Room.

Confidential Information shall not include information that:

- is or becomes publicly known through no wrongful or unlawful act of the Bidder;
- is already in the Bidder's possession prior to its disclosure by the Grantor;
- is independently developed by the Bidder without the benefit of Confidential Information provided by the Grantor; or
- is received by the Bidder from a third party not known to the Grantor to be under any restriction or an obligation of confidentiality.

In consideration of being provided with the Confidential Information, the Bidder hereby agrees with the Grantor on the following terms:

1. The Confidential Information will be used by the Bidder solely to explore the possibility of entering into the Concession Agreement with the Grantor for the Project (the **Stated Purpose**) and will be kept confidential and will not be disclosed, in whole or in part to any other person, except that the Confidential Information or portions thereof may be disclosed to those of the partners, directors, officers and employees (collectively, the **Representatives**) of the Bidder who need to know such information for the Stated Purpose (it being understood that those Representatives will be informed of the confidential nature of the information).
2. The Bidder shall not be deemed to be in breach of this Agreement for any disclosure of information in confidence to its professional advisers or insurers or as may be required by law or any regulatory authority or professional practice requirements.
3. The Bidder shall ensure that all persons to whom it discloses the Confidential Information pursuant to Sections 1 and 2 above shall be bound by the terms of confidentiality similar to the terms of confidentiality set out in this Agreement.
4. Due to the unique nature of the Confidential Information, monetary damages would be inadequate to compensate the Grantor for any breach by the Bidder of its obligations in this Agreement. Accordingly, any such breach or threatened breach may cause irreparable injury to the Grantor. In addition to any other legal or equitable remedies that may be available, the Grantor shall be entitled to seek injunctive relief against the Bidder, without the necessity of posting a bond or other security or proving actual damages.
5. This Agreement shall continue for [three (3) years] from the date of this Agreement unless and to the extent that the Grantor may release it in writing.
6. This Agreement shall be governed by and construed in accordance with the Pakistani law and both parties to this Agreement submit to the exclusive jurisdiction of the Pakistani courts.

Please indicate your acceptance of the terms of this Agreement by signing this Agreement in the space indicated at the end.

For & on behalf of
[*Insert name of the Bidder*]

..... (Signature)
Name: [*Insert name of the Bidder's Representative*]
Designation: [*Insert designation*]

WITNESSES

WITNESS I

.....
Name:
CNIC No./Passport No.:

WITNESS II

.....
Name:
CNIC No./Passport No.:

WE HAVE READ THIS AGREEMENT FULLY AND CONFIRM OUR AGREEMENT WITH ITS TERMS

For and on behalf of
The Grantor

.....
Name: [*Insert name*]
Designation: Director Airport Services

WITNESSES

WITNESS I

.....
Name:
CNIC No.:

WITNESS II

.....
Name:
CNIC No.: