



## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter being referred to as the “Agreement”) is made and entered into on this ..... (.....) day of....., 2019 by and between

**A) Island Aviation Services Limited**, a company duly incorporated and existing under the laws of the Republic of Maldives, bearing Company Registration Number C-0830/2007 and having its registered office at M. Raaverige, Majeedhee Magu, Male’ 20345, Republic of Maldives (hereinafter being referred to as “**IASL**” which term or expression as hereinafter used shall where the context so requires or admits mean and include the said Island Aviation Services Limited its, successors in office and assignees) of the **FIRST PART**;

And

**B)** ..... (Company Registration Number .....), a company duly incorporated in ..... under the Companies Act No.....and having its registered office at ..... (hereinafter sometimes called and referred to as “.....” which term or expression as hereinafter used shall where the context so requires or admits mean and include the said ..... its successors in office and assigns) of the **OTHER PART**;

### WHEREAS

- i) IASL is a company operating in the aviation industry, an airline operator operating in and out of Maldives as well as involved in various aviation related services within the Republic of Maldives.
- ii) .....is a .....
- iii) And it has become necessary for IASL and ..... to divulge certain business, financial and other information of confidential nature to each other in establishing a business relationship and/or contractual relationship between the Parties on matters of mutual interest.

**THEREFORE THIS AGREEMENT WITNESS** that in consideration of being granted the opportunity to receive, review and inspect Confidential Information, the Parties hereto mutually agree as follows:

### 1. DEFINITIONS

In this Agreement unless the context otherwise requires the following terms shall have the following meanings:



- 2 -

Receiving Party	shall mean at any time the party hereto receiving any confidential information disclosed by the other party hereto
Disclosing Party	shall mean at any time the party hereto disclosing any confidential information to the other party hereto
Confidential Information	means any information including without limitation information relating to the Disclosing Party's or any of its subsidiaries' financial information, state of accounts, operations, processes, plans or inventions, product information, know how, design rights, intellectual property rights, trade secrets, market opportunities, business affairs, information relating to its customers and employees, IT and MIS Systems and any other information designated as such by the Disclosing Party communicated or contained in the form of writing or on any electronic media or verbally whether before or after the date of this Agreement and whether directly or indirectly by the Disclosing Party or by another person acting on behalf of or on the instructions of the Disclosing Party to the Receiving Party or any other person acting on behalf of or on the instructions of the Receiving Party.

## 2. DUTY OF CONFIDENTIALITY

The Receiving Party hereby agrees and undertakes on behalf of itself, its employees, agents and all its subsidiaries and associated companies that all such confidential information disclosed during the course of or for the purpose of such due diligence shall be received and kept by the Receiving Party in strict confidence and that the Receiving party shall;

- i. ensure that Confidential Information and all copies thereof are kept in a secure manner and that no unauthorized person/s have access to the same, and/or
- ii. not disclose any such confidential information to any third party without the prior written consent of the Disclosing Party, and/or
- iii. not make any copies of such information or use the Confidential Information for any other electronic production or any related or unrelated purpose whatsoever which is different to the purpose of work services or analysis related to the matter of mutual interest described above. If a party seeks any other use, it must seek the agreement of the other party who may refuse so for any reason whatsoever, and/or
- iv. at the request of the Disclosing Party and/or at the termination of this Agreement due to whatever reason and/or in the event of the Receiving Party withdrawing from the proposed transaction of mutual interest at any point of time to return to the said Disclosing Party all copies of such information in custody of the Receiving Party its employees agents and subsidiaries and associates and delete any such Confidential information stored in the computers/ or computer systems of the Receiving Party its employees agents and subsidiaries and associates.
- v. to take all reasonable precautions including the furnishing of proper instructions to its subsidiaries associates and its/their employees and agents to prevent the unauthorized disclosure to outside parties of such information.



### **3. EXCEPTIONS TO THE DUTY OF PARTY DISCLOSURE**

The Receiving Party shall be exempted from aforesaid duty of confidentiality in case:

- i. where the Receiving Party has prior written authority from the Disclosing Party;
- ii. the information is already known to the receiving party or in its possession before the disclosure hereunder free of any obligation to keep it confidential;
- iii. is or becomes publicly known through no wrongful act or default of the receiving party;
- iv. is received from a third party without similar obligations of confidence and without breach of this Agreement;
- v. is already possessed or independently developed by the receiving party; and
- vi. where disclosure is necessary by reason of legal, accounting or regulatory requirements imposed by any competent authority.

### **4. DURATION**

Unless terminated earlier in writing by mutual agreement, this Agreement shall remain in force for an unlimited period of time from the date of execution of these presents. Notwithstanding the termination for whatever reason of this Agreement, the obligations of confidentiality towards the Confidential Information provided during the Period of this Agreement shall continue and survive the termination of this Agreement.

### **5. SEVERABILITY**

In the event of any provision of this Agreement becoming invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

### **6. AUTHORITY TO EXECUTE**

Both Parties hereto warrant to each other that their authorised signatories to this Agreement have full authority to execute this Agreement and the rights and obligations of each of the Parties hereto shall be legally valid and binding and enforceable on their respective company, firm, corporation, partnership, organization, individual, and/or entity referenced herein.

### **7. DISPUTE RESOLUTION**

- i. Any dispute arising out of or in connection with this Agreement shall be settled amicably. In the event of any dispute between the Parties hereto in respect of the interpretation of any of the terms or conditions hereof or breach of any condition, such dispute shall be referred to the exclusive jurisdiction of the English Courts.

### **8. WARRANTY**

ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS". The Disclosing Party makes no representation, warranty or guarantee whatsoever about the Confidential Information.

### **9. MISCELLANEOUS**

- i. No right or license is granted to the Receiving Party by the Disclosing Party in relation to the Confidential Information except as expressly set out in this Agreement.
- ii. This Agreement shall be governed by and construed in accordance with the laws of England.



- 4 -

- iii. This Agreement is personal to the parties and is non-assignable. Provided however, the provisions of this Agreement shall bind the parties, their respective successors, subsidiaries, associated companies, employees, agents, consultants and advisors.
- iv. Any failure by either party to exercise any right hereunder shall not constitute a waiver and no specific waiver shall prejudice the rights of a party save to the extent specified.
- v. Neither this Agreement nor Confidential Information exchanged between the Parties shall represent a commitment by either party to enter into any business relationship with the other party or with any other entity. If the Parties are desirous of pursuing any such business opportunities the Parties shall execute a separate written agreement and/or instrument to govern such business relationship.

(THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK; SIGNING  
PAGE TO FOLLOW)



**IN WITNESS WHEREOF** the Parties to this Agreement have executed this Agreement by their duly authorized representative as of the date, month and year indicated at the beginning hereof.

For and on behalf of **Island Aviation Services Limited**

Signature:

Name: **Hussain Safuath**

Title: **General Manager Procurement**

For and on behalf of .....

Signature:

Name:

Title:

Company Seal:

**Witnesses**

1.....

2 .....

Name:

Name: