

**NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered in to on the ..... day of ..... 20.....

Between

**SRI LANKA TELECOM PLC**, bearing Company Registration No. PQ7, and having its registered office at Lotus Road, Colombo 1, Sri Lanka, a company duly incorporated under the laws of Sri Lanka and registered under the Companies Act No. 07 of 2007, (hereinafter referred to as “**SLT**” which term, where the context so requires or admits, shall mean and include the said Sri Lanka Telecom PLC, its successors and assigns) of one part.

And

.....(Name of the Company)....., bearing Company Registration No: ..... and having its registered office at ..... a Company duly incorporated under the laws of ....., (hereinafter referred to as “**the Company**” which term, where the context so requires or admits, shall mean and include the said .....(name of the company) ..... and its successors and permitted assigns) of the other part

**WHEREAS :**

- A. SLT and the Company are having mutual consultations and conducting negotiations in connection with the purpose of **all business activities related to procurement of material and services** (hereinafter referred to as “the Project”) and in the course of consultations and negotiations, the parties will be disclosing certain commercially valuable, proprietary and confidential business, financial, corporate, technical and other information to each other.
- B. In the event of parties continuing the aforesaid Project which may include but not be limited to execution, implementation, installation, commissioning, provisioning of maintenance services, the parties will be further disclosing certain commercially valuable, proprietary and confidential business, financial, corporate, and technical and other information to each other.
- C. Both parties agree to hold such proprietary and confidential information in the strictest confidence upon the terms and conditions hereinafter appearing.

**NOW IT IS HEREBY** agreed by the parties as follows:

## 1. DEFINITIONS

- 1.1 “**Confidential Information**” is defined as any and all information of any kind, whether in written or electronic format, oral or otherwise, and whether or not labeled as “Confidential”, including without limitation, information relating to the business, corporate strategy, financial condition, marketing strategies, know-how, suppliers, customers, operations, pricing, technical information, business intelligence, contract terms and conditions and all information of any kind relating to either party, their respective shareholders and/or related or associated companies and/or subsidiaries which are disclosed, submitted or howsoever made available by or on behalf of one party to the other or to their Personnel for the purpose of or in connection with the Project, whether before or after the date of this Agreement.
- 1.2 “**Disclosing Party**” means the party disclosing the Confidential Information
- 1.3 “**Personnel**” means either party’s directors, employees, officers, advisors, consultants, agents and/or all licensees under it.
- 1.4 “**Receiving Party**” means the party receiving the Confidential Information

## 2. MUTUAL UNDERTAKING

Both parties agree and undertake:

- 2.1 to hold the Confidential Information of the other party in the strictest confidence and not to at any time disclose or use or permit to be disclosed or used any of the Confidential Information or its knowledge of the existence of the Confidential Information for any purpose other than for the purpose of the Project; and
- 2.2 not to disclose or divulge the Confidential Information of the other party to any person whatsoever without the prior written consent of the other party except as stated herein.

## 3. OBLIGATIONS OF CONFIDENTIALITY

Both parties hereby covenant and agree to do all of the following:

- 3.1 to restrict the dissemination, circulation and supply of the Confidential Information of the other party or any part thereof to their Personnel who are directly involved with the Project and only to the extent necessary for each of them to perform their duties.
- 3.2 to use their respective best endeavors to ensure and procure that none of their Personnel will do any act, matter or thing which, if done by that party, would constitute a breach of the obligations of that party under the terms of this Agreement.
- 3.3 to take all reasonable action to prevent unauthorized disclosure or use of the Confidential Information of the other party.

- 3.4 inform and advise their Personnel who may have access to the Confidential Information of its confidential and proprietary nature.

#### **4. EXCEPTIONS**

The confidentiality obligations herein shall not apply, however, to any part of the Confidential Information which:-

- 4.1 prior to the date hereof, is in the public domain or hereafter comes into the public domain other than as a result of a breach of this Agreement;
- 4.2 is explicitly approved for release by written authorization of the Disclosing Party;
- 4.3 was known to the Receiving Party at the time of disclosure, without restrictions in disclosure, as shown by written records in existence at the time of disclosure;
- 4.4 was lawfully obtained by the Receiving Party without breach of this Agreement and otherwise not in violation of the Disclosing Party's rights;
- 4.5 is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority or any recognized stock exchange, to be disclosed, provided always that, to the extent permitted by law, prior to any such disclosure being made, the Receiving Party shall notify and consult with the Disclosing Party as to the proposed form, nature and purpose of the disclosure.

#### **5. DURATION OF OBLIGATION**

This Agreement shall continue to bind the parties in relation to the Confidential Information in accordance with the provisions herein. The Confidential Information received by the Receiving Party from the Disclosing Party under this Agreement shall be treated as Confidential Information as detailed under this Agreement and shall continue in effect for a period of Ten (10) years from the date of disclosure.

For the purpose of this Clause, the duration of the obligations undertaken by the Receiving Party shall mean and include, as applicable, the continuation of any relationship created herein, between the parties up to the conclusion of any support services which may be proposed by one party and accepted by the other party.

#### **6. OWNERSHIP OF CONFIDENTIAL INFORMATION**

The parties acknowledge and agree that all Confidential Information disclosed by or on behalf of the Disclosing Party shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any license or any rights whatsoever (including without limitation any intellectual property rights), whether

expressly, impliedly or otherwise, in respect of the Disclosing Party's Confidential Information to the Receiving Party.

**7. RESTRICTIONS AND RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

7.1 Tangible forms of Confidential Information shall not be copied, in whole or in part, without the prior written consent of the Disclosing Party, except for a reasonable number of copies necessary to carry out the transactions contemplated by or pursuant to this Agreement.

7.2 Upon request by the Disclosing Party and at the Disclosing Party' direction, the Receiving Party shall forthwith:

7.2.1 return all documents and other materials containing such Confidential Information together with all copies and reproductions thereof; or

7.2.2 destroy all documents and other materials containing such Confidential Information together with all copies and reproductions thereof and the Receiving Party shall confirm such destruction to the Disclosing Party in writing.

**8. NO LICENCE**

8.1 No license, whether express or implied, in the Confidential Information is granted by either party to the other to use the Confidential Information other than in the manner and to the extent authorized by this Agreement.

8.2 The Receiving Party understands and agrees that it is not allowed to sell, develop or otherwise exploit any parts, products, services, documents or information which embody in whole or in part any Confidential Information.

**9. REMEDIES FOR BREACH**

9.1 Both parties acknowledge that they are aware and fully understand that in the event of any breach of this Agreement by the Receiving Party or their Personnel, then the Disclosing Party could suffer substantial loss and damage which monetary damages cannot adequately remedy.

9.2 The Receiving Party acknowledges that the Disclosing Party shall be entitled to specific performance, injunctive and other equitable relief in enforcing the obligations in this Agreement in addition to all other remedies available in law. In the event it becomes necessary to seek such injunctive or other equitable relief, the Receiving Party agrees to waive any requirement of placing security or sending notice as a precondition of seeking such court order.

**10. LAWS AND JURISDICTION**

- 10.1 This Agreement is governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10.2 Any dispute or controversy arising in relation to this Agreement and its interpretation shall be settled amicably.
- 10.3 In case if the parties fail to arrive at a settlement within a period of 30 days from the date of such dispute, such dispute or difference shall be resolved through the courts of Sri Lanka.

**11. NO WAIVER OR ACQUIESCENCE**

No delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver or acquiescence thereof nor shall it restrict or affect the party's rights or powers under this Agreement. No waiver of any term or condition to this Agreement shall be effective unless made in writing.

**12. AMENDMENTS**

No variation in, or modifications of, change order, the terms of this Agreement shall be made except by written amendment signed by both parties.

**13. BINDING EFFECT**

This Agreement shall be binding on the heirs, permitted assigns and successors in title of the parties hereto.

**14. NO OBLIGATION TO PROCURE PRODUCTS OR SERVICES**

In no event shall this Agreement or the parties' agreement to enter into this Agreement be construed to mean that either party shall procure from or shall be obliged to procure from the other party any products or services or to enter into any transaction or be obliged to enter into any transaction with each other.

**15. SECURITY OF THE SYSTEMS OF SLT**

- 15.1 The Company hereby undertakes together with its Personnel, that it will abide by the SLT information security policy. In the event the Company is required to access SLT internal systems and corporate, financial or technical information other than the information released by SLT to the public domain, the Company shall obtain the prior written approval of SLT in the prescribed form, from an officer in the capacity of

General Manager of SLT or higher, based on the recommendation of an officer in the capacity of Deputy General Manager of SLT or higher.

- 15.2 When remotely connected to SLT's corporate network/information processing facilities through personal computer or workstation the Company and/or its Personnel shall refrain from getting connected to any other network at the same time.
- 15.3 The Company, if provided with access to, SLT corporate, financial or technical information or SLT internal systems, shall be responsible for complying with the information security policy referred hereunder.
- 15.4 The Company shall take necessary measures to safeguard SLT's network and information recourses and notify SLT immediately of any breach and/or any imminent threats thereto.
- 15.5 The Company shall have an agreement with its Personnel to ensure that the information of SLT shall not be disclosed and that the confidentiality of the information shall be secured.
- 15.6 In the event SLT has provided access to the Company for systems or data containing information related to SLT's corporate, financial or technical details or otherwise, inter alia for the purpose of installation, maintenance, integration, and vulnerability assessments or technical support, upon completion of the work, the Company shall forthwith notify SLT to disable the access provided to the Company. Any failure on the part of the Company to adhere to these provisions shall amount to a breach of this Agreement on the part of the Company.

**IN WITNESS WHEREOF** the signatures of **S. S. Jayawardane** the Deputy General Manager/ Supply Chain Management and **Madhawe Marasinghe** the Manager / Vender Management and Category Management of Sri Lanka Telecom PLC, the authorized signatories of the said Sri Lanka Telecom PLC and the signature of .....,  
 ..... Of ..... the authorized signatory of the said ..... were placed hereto and to one other of the same date and tenor as these presents on the dates and at the places herein below mentioned.

The signatures of S. S. Jayawardane, )  
 The Deputy General Manager/Supply )  
 Chain Management and Madhawe Marasinghe ) \_\_\_\_\_  
 The Manager /Vender & Category Management )  
 the authorized Signatories of )  
 Sri Lanka Telecom PLC were placed hereto )  
 on this \_\_\_\_\_ day of \_\_\_\_\_ ) \_\_\_\_\_  
 20\_\_ at Colombo. )

Witness 1:  
 Signature: .....  
 Name: .....  
 SLT Service No: .....

Witness 2:  
 Signature: .....  
 Name: .....  
 SLT Service No: .....

The signature of ..... )  
 the ..... of ) .....  
 ..... was placed ) Authorized Signatory  
 hereto as the Authorized signatory of the ) Name: .....  
 said ..... ) Title: ...../  
 Place/Date: .....

Witness 1:  
 Signature: .....  
 Name: .....  
 NIC/Passport No: .....

Witness 2:  
 Signature: .....  
 Name: .....  
 NIC/Passport No: .....