Mutual Non-Disclosure Agreement-1

This Agreement is between **RACS Quality Certificates Issuing Services** whose offices are located at Office 705, Business Point Building, Port Saeed, Deira, Dubai, UAE P.O Box and the **Client.**

Whereas, **RACS Quality Certificates Issuing Services** and the **Client** may provide information to each other which may be confidential for the purpose of investigating whether the parties desire to enter into a potential business relationship or transaction together ("Investigation");

Therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The following terms as used in this Agreement are defined as follows:

   a. "Information" shall mean (i) the existence of the Investigation, and (ii) any information which the ORIGINATOR may provide to the RECIPIENT on or after the date of this Agreement, (including any information relating to ORIGINATOR and its business), whether oral, written, machine-readable or any other form, which shall be identified at or about the time of disclosure as "CONFIDENTIAL" or which by the nature or type of information should reasonably be regarded as confidential. The term "Information" shall also refer to the following information which may be provided by ORIGINATOR to RECIPIENT or vice versa in connection with the Investigation: proprietary data or software, development, marketing, and sales information relating to the products or services (actual or contemplated) of ORIGINATOR, marketing plans, strategic plans, financial statements, and such other information as ORIGINATOR may provide to RECIPIENT in connection with the Investigation. The Information to be disclosed to RECIPIENT shall be at the sole discretion of ORIGINATOR.

   b. "RECIPIENT" shall mean the party receiving the Information of the other party.
   c. "ORIGINATOR" shall mean the party providing Information to the other party.

2. RECIPIENT agrees that all Information received by the RECIPIENT prior to or during the term of this Agreement will be treated as confidential to the Information which:
   a. is generally available to the public, through no fault of RECIPIENT or any affiliated party, and without breach of this Agreement;
   b. is already in the possession of RECIPIENT, without restriction and prior to any disclosure hereunder;
   c. is or has been lawfully disclosed to RECIPIENT, by a third party without obligation of confidentiality upon RECIPIENT; or
   d. was developed by employees or agents of RECIPIENT independently and without reference to any Information or other confidential information that ORIGINATOR had disclosed in confidence to any third party.

3. RECIPIENT agrees:
   a. to treat the Information as confidential using the same degree of care used by RECIPIENT to protect RECIPIENT's own confidential information, but in any event not less than a reasonable degree of care;

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b. not to make public\, or authorize any disclosure or publication of the Information, except as expressly permitted in writing by ORIGINATOR;
c. to take all reasonable steps to ensure that all principals, officers, agents, employees, representatives, or any other persons affiliated in any manner with RECIPIENT do not disclose, or make public, or authorize any disclosure or publication of any of the Information, and to enforce this Agreement;
d. to disclose the Information only to RECIPIENT's employees and agents whose responsibilities or services they render to the RECIPIENT require them to know or have access to the Information in connection with the Investigation;

Expected from the above, government authorities like accreditation bodies and scheme owners involved in approving the recipient in his position as Conformity Assessment body, thus requiring to get documents of his clients disclosed to these bodies to evaluate the whole certification process. Such Accreditation bodies are neutral bodies.

e. not to use the Information for any purpose other than for the purpose of the Investigation;
f. to advise ORIGINATOR in writing of any misappropriation or misuse by any person of Information as soon as RECIPIENT becomes aware of such misappropriation or misuse; and
g. upon ORIGINATOR's written request, promptly return to ORIGINATOR or destroy all Information in the possession or control of RECIPIENT.

4. Each party represents it has all right and title (or license) to disclose the Information disclosed by it in connection with this Agreement and that any such disclosure shall not breach any agreement with any third party. Nothing in this Agreement shall restrict the parties from publicly releasing their own Information, or otherwise providing their own Information to third parties. In addition, nothing in this Agreement is intended to grant any licenses or other rights under any patent, copyright, trademark or service marks of ORIGINATOR.

5. All documents or other media containing Information and all reproductions thereof (whether delivered to RECIPIENT by ORIGINATOR, reproduced by RECIPIENT or generated by RECIPIENT itself) shall at all times remain subject to the terms of this Agreement. In the event ORIGINATOR, at any time, requests the return of the Information, RECIPIENT will promptly deliver to ORIGINATOR the Information in RECIPIENT's possession or control, without retaining any copies thereof, and will continue to be bound by the terms of this Agreement.

6. All types of Information concerning the ORIGINATOR, its suppliers and its products or any other information obtained from sources other than the ORIGINATOR (e.g. complainant, regulatory bodies, other clients) is treated as confidential and is accessible to only RECIPIENT‘s authorized personnel. Similar terms of confidentiality apply on such information as well.

7. The parties to this Agreement each acknowledge that they may be engaged now or in the future in a business or activity similar to or competitive with that of each other and that they shall in no way be restricted by the terms of this Agreement from engaging in such business activities, except that each party shall be bound by its agreements herein as they relate to Information of the other party.

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8. RECIPIENT admits for all purposes that any violation of this Agreement may constitute an irreparable injury to ORIGINATOR for which monetary damages provide an inadequate remedy, and agrees that, in addition to all other rights provided by law to which ORIGINATOR shall be entitled, ORIGINATOR may have the right to have an injunction or equivalent remedy issued against RECIPIENT to prevent RECIPIENT from violations or further violations of this Agreement.

9. This Agreement is binding upon the parties and their successors and assigns. The failure of either party to enforce any provision hereof shall not constitute a waiver of any provision of this Agreement, and the waiver of any provision of this Agreement in any specific instance shall not constitute continuing waiver of that provision with respect to other instances.

10. All notices which either party is required or may desire to give to the other party under this Agreement shall be given by addressing the communication to the address set forth on the first page of this Agreement and may be delivered personally, given by registered mail or overnight carrier. Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice. Either party may designate a different address for receipt of notices upon written notice to the other party.

11. This Agreement will be governed by and construed in accordance with the laws of UAE. In the event of a dispute over its interpretation or execution, the courts of Dubai, UAE, shall have exclusive jurisdiction. This Agreement shall terminate five (5) years from the later of (a) completion or termination of the Investigation, or (b) for a RECIPIENT, return of all of ORIGINATOR's Information in such RECIPIENT's possession or control.

The parties acknowledge by the signatures below of their authorized representatives that they have read this Agreement and understand and agree to be bound by its terms and conditions.

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