

Non-Disclosure Agreement – Client/Contractors

The parties agree as follows:

1. Definitions

- a) "**RECIPIENT**" refers to the party receiving confidential information from the other party.
- b) "**ORIGINATOR**" refers to the party providing confidential information to the other party.
- c) "**Confidential Information**" refers to any information provided by the ORIGINATOR to the RECIPIENT on or after the date of this Agreement. This includes oral, written, machine-readable, or any other form of information, identified at the time of disclosure as "CONFIDENTIAL" or reasonably understood to be confidential. Examples of such information include but are not limited to proprietary data or software, marketing and sales information, strategic plans, financial statements, and other business-related details.

2. Obligations of the RECIPIENT

The RECIPIENT agrees to treat all information disclosed by the ORIGINATOR as confidential, except for information that:

- a) Is publicly available through no fault of the RECIPIENT or any affiliated party, and without breach of this Agreement.
- b) Was already in the possession of the RECIPIENT without restriction before its disclosure under this Agreement.
- c) It has been lawfully disclosed to the RECIPIENT by a third party without any confidentiality obligations.
- d) It was independently developed by the RECIPIENT's employees or agents without reference to the ORIGINATOR's confidential information.

3. Responsibilities of the RECIPIENT

The RECIPIENT agrees to:

- a) Protect the confidential information with the same degree of care as it uses to protect its own confidential information, but not less than a reasonable degree of care.
- b) Refrain from making the information public or authorizing its disclosure without prior written consent from the ORIGINATOR.
- c) Ensure that principals, officers, agents, employees, representatives, or other affiliates do not disclose or publish the information and enforce this Agreement within their organization.
- d) Disclose the information only to employees or agents who require access to fulfill their responsibilities to the RECIPIENT in connection with certification services.

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Exception: Information may be disclosed to government authorities, accreditation bodies, and scheme owners involved in evaluating the RECIPIENT as a Conformity Assessment Body. These authorities are neutral entities and require access to client documentation for assessing the certification process.

- e) Use the information solely for the purpose specified in this Agreement.
- f) Notify the ORIGINATOR in writing of any misuse or unauthorized disclosure of the information as soon as it becomes known.
- g) Upon the ORIGINATOR's written request, promptly return or destroy all confidential information in the RECIPIENT's possession or control.

4. **Ownership and Return of Information**

All documents or media containing confidential information, including copies and reproductions, remain subject to this Agreement. Upon the ORIGINATOR's request, the RECIPIENT shall return all confidential information in its possession or control without retaining copies and will remain bound by this Agreement.

5. **Additional Confidentiality Obligations**

All information related to the ORIGINATOR, its suppliers, products, or any information obtained from external sources (e.g., complainants, regulatory bodies, or other clients) must also be treated as confidential. Access is restricted to authorized personnel of the RECIPIENT, and similar confidentiality terms apply to such information.

6. **Governing Law and Jurisdiction**

This Agreement is governed by and construed in accordance with the laws of the KSA. Any disputes regarding its interpretation or execution will fall under the exclusive jurisdiction of the courts in KSA.

7. **Adherence to Islamic Principles**

Clients and contractors shall comply with the fundamental principles of Halal Islamic rules, ensuring respect and adherence to these principles as well as the internal provisions of WCC.

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

Signed By:

Signed By:

Date:

Date:

