

Declaration of Confidentiality

Residential Projects Al Mutla'a (M-3)/ East Saad Al Abdullah (ESA-1)/ West Saad Al Abdullah (WSA-1) & Commercial Services Strip in Jaber Al Ahmad City (J-1)

For the attention of:

Director General of the Public Authority for Housing Welfare

South Surra, Ministries Area,

P.O. Box 23385, Safat 13094, Kuwait

1- Introduction

We, [insert name of Company] intend to participate in the development of the following Residential Project/s Al Mutlaa (M-3)/ East Saad Al Abdullah (ESA-1)/ West Saad Al Abdullah (WSA-1) & Commercial Services Strip in Jaber Al Ahmad City (J-1) *[delete the Residential Projects not intended for participation]* in the State of Kuwait in accordance with Law No. 118 for the Year 2023 as amended by Law No. 89 for the Year 2025 on a design, build, finance, operate, maintain, sell (except non-residential assets), and transfer basis (the "Project/s").

In consideration of you agreeing to make available to us certain information including the provision the Request for Qualification ("RFQ") in relation to the Project/s, by our signature hereof we agree to be bound by the terms and conditions of this Declaration of Confidentiality hereinbelow.

All capitalised terms used herein, unless otherwise defined below, shall have the same meaning as attributed to such terms as described in the RFQ.

2- Definitions

- a) "**Confidential Information**" means any information, of whatever nature, relating to the Project which is disclosed, directly or indirectly, to us, in whatever form including without limitation orally or in any document, electronic file or any other manner of representing or recording information derived or copied therefrom but excludes information that:
- (i) is or becomes public knowledge other than as a direct or indirect result of any breach of this Declaration of Confidentiality, or
 - (ii) is lawfully known by us prior to the disclosure without the violation of any obligations of confidentiality.
- b) "**Permitted Purpose**" means considering and evaluating whether to submit a SOQ and thereafter participation in any negotiations in respect of the Project/s with a view to execution of lease agreements and public private partnership agreements with the Public Authority for Housing Welfare ("PAHW" or the "Authority").

3- Confidentiality Undertaking

In consideration of the Authority giving us Confidential Information, we shall:

- a) treat the Confidential Information, and any other information provided by the Authority, whether qualified or designated by the Authority as "confidential" or not confidential, not disclose the same to any person natural or otherwise, preserve the obligations of confidentiality to the highest degree of care and diligence and ensure that all measures are in place and taken to treat the information as private and confidential and safeguard it accordingly;
- b) only use the Confidential Information for the Permitted Purpose;
- c) use all reasonable endeavours to ensure that any person to whom we divulge any Confidential Information agrees to comply with the provisions of this Confidentiality Undertaking as if that person were also a party to it;
- d) not directly or indirectly disclose the Confidential Information nor allow it to be disclosed in whole or in part to any person, except as provided in clause 4 (Permitted Disclosures) below.

4- Permitted Disclosures

The Authority agrees that we shall be permitted to disclose the Confidential Information ("Permitted Disclosures") in the following circumstances:

- (a) With the Authority's prior written consent;
- (b) To our respective officers, employees, representatives, advisers to the extent necessary for the Permitted Purpose;

In each case to the extent necessary for the Permitted Purpose:

- (c) Where requested or required by any court of competent jurisdiction, any competent judicial, governmental, supervisory or regulatory body;
- (d) If required any rules of any stock exchange on which our shares or other securities are listed; or
- (e) If required by the laws or regulations of any country with jurisdiction over the affairs of our company.

5- Notification of required or unauthorised disclosure

We, hereby agree (to the extent permitted under the Law) on notifying the Authority prior to any Permitted Disclosures under sub-clauses 4 (a)-(e) where we become aware that a disclosure of Confidential Information has occurred in breach of the provisions of this Declaration of Confidentiality.

6- Return of Copies

Upon your written request we shall return all Confidential Information and destroy or permanently erase all copies of Confidential Information provided to us whether directly or indirectly and undertake to take all reasonable endeavours to ensure that anyone to whom we have supplied any Confidential Information destroys or permanently erases such Confidential Information and any copies made by them, in each case save to the extent that we or the recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body.

7- Continuing obligations

The obligations in this Declaration of Confidentiality are continuing and, in particular, shall continue to be valid and applicable as until the signature of the Project Agreements as Successful Investors. Notwithstanding the previous sentence, the obligations in this Declaration of Confidentiality shall cease:

- i. If we become a party to the Project Agreements to be signed with the Authority related to the Project(s); or
- ii. Twenty four (24) months after we have returned all Confidential Information supplied to us by the Authority and destroyed or permanently erased all copies of Confidential Information (Other than any confidential information that is not required to be returned, destroyed, or copied and has been disclosed) as provided under clause 4 (Permitted Disclosures) or under clause 6 (Return of Copies) above.

8- No Representation & Consequences of Breach

- a) We acknowledge and agree that neither you nor any of your officers, employees or Transaction Adviser (each a "Relevant Person") make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by the Authority; and
- b) We will indemnify and keep the Authority indemnified and hold you harmless from and against any and all actions, proceedings, claims, liabilities, damages, costs, losses or expenses (including legal fees and other professional costs and expenses) resulting from any breach or non-performance by us, or any person to whom we had disclosed or given access to any part of the Confidential Information, under the provisions of this Declaration of Confidentiality.

9- No Waiver/Amendments

In conjunction with the additional obligations imposed by applicable law, this Declaration of Confidentiality sets out the full extent of our obligations of confidentiality owed to the Authority in relation to the information provided by the Authority pursuant to this Declaration of Confidentiality. No failure or delay by you in exercising any right, power or privilege hereunder will operate as a waiver of any future exercise of such right, power or privilege thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the future exercise of any such right, power or privileges hereunder. The terms of this Declaration of Confidentiality and our obligations hereunder may only be amended or modified or supplemented by a written agreement between us.

10- Inside information

We acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing and we undertake not to use any Confidential Information for any unlawful purpose.

11- Governing law and jurisdiction

- a. This Declaration of Confidentiality is governed by the laws of the State of Kuwait.
- b. Any dispute arising out of or in connection with this Confidentiality Undertaking, including any question regarding its existence, validity or termination, shall be referred to and finally resolved under the exclusive jurisdiction of the courts of Kuwait.

Yours faithfully

For and on behalf of *[insert name of Interested Party if single party]*

Name:

Title:

[Corporate Stamp]

[In case of Consortium: see below]

*[In case of a Consortium use the section below and insert signature and details of **each** Consortium Member]*

For and on behalf of [Consortium Member # 1-consortium leader]

Name:

Title:

[Corporate Stamp]

For and on behalf of [Consortium Member # 2]

Name:

Title:

[Corporate Stamp]

For and on behalf of [Consortium Member # 3, #4, etc add as necessary]

Name:

Title:

[Corporate Stamp]