

Undertaking Letter for issuing DUSUP Information NOC

(To be prepared in Company letterhead and uploaded in RTA e-NOC)

Letter Ref: [INSERT]

Date: [INSERT]

Attention: Onshore Field Manager
Dubai Supply Authority ("**DUSUP**")

Project: [INSERT]

Subject: Undertaking letter for Non-Disclosure of Confidential and Proprietary Information

This letter sets out the undertakings by [Company Name as per trade license], having our registered office at [address as per trade license] ("**us**", "**we**" or the "**Recipient**") in respect of our use and non-disclosure of the Confidential Information (as defined below), in return for DUSUP agreeing to make the Confidential Information available to us.

We hereby agree to the following terms and conditions:

- 1) For the purposes of this letter, **Confidential Information** means any and all information (whether marked as "confidential" or not) of whatever nature, relating wholly or partly to (i) DUSUP; (ii) the Government of Dubai; and/or (iii) other pipeline owners, and each of their parent companies, subsidiaries and affiliates; (individually a "**Disclosing Party**" and collectively, the "**Disclosing Parties**"), which:
 - a. is supplied by or on behalf of the Disclosing Party to the Recipient, its agents or advisers, whether orally, in writing or otherwise and whether before or after the date of this letter;
 - b. is obtained by the Recipient, its agents or advisers in writing or orally, through or following discussions with the management, employees, agents or advisers of the Disclosing Party;
 - c. is acquired by observation by the Recipient, its agents or advisers at the offices or other premises of the Disclosing Party; or
 - d. consists of any reports, analyses, compilations, studies or other documents prepared by, on behalf of or for the Disclosing Party, and which contain, derive from or otherwise reflect any information described in (a), (b) and (c), above,

in each case for the purposes of the Information NOC for facilitating the Recipients' activities at the project locations specified in the request for Information NOC (the "**Permitted Purpose**").

- 2) Subject to paragraphs 3 and 4 of this letter, the Recipient shall keep the Confidential Information in strict confidence and shall only use the Confidential Information for the Permitted Purpose in accordance with the terms set out in this letter.
- 3) The Recipient shall be permitted to share the Confidential Information with the Recipient's affiliates, professional advisers, agents, representatives and employees that require access to the Confidential Information strictly for, or in connection with, the Permitted Purpose and attainment of the project's objectives ("**Authorised Recipients**"), provided that such Authorised Recipient is made aware of: (i) the confidential nature of the Confidential Information; and (ii) the confidentiality obligations set out in this letter. The Recipient shall not disclose the Confidential Information to any persons or parties who are not Authorised Recipients by any means whatsoever, including, without limitation, verbally, without DUSUP's prior written consent.
- 4) The undertaking in paragraph 2 of this letter shall not apply to Confidential Information to the extent that any of the following circumstances apply to such Confidential Information:
 - a. the Confidential Information is already in the public domain when it is first disclosed to the Recipient; or
 - b. the Confidential Information is required to be disclosed by applicable laws, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits and regulatory licences which are in force from time to time. If the Recipient reasonably believes that this subparagraph (b) applies, it shall, as far as it is lawful to do so, first consult the relevant Disclosing Party to give the Disclosing Party an opportunity to contest the disclosure and then take into account the Disclosing Party's reasonable requirements about the proposed form, timing, nature and extent of the disclosure.
- 5) The Recipient acknowledges that the Confidential Information shall remain the property of the relevant Disclosing Party, and no right or license is granted to the Recipient in respect of the Confidential Information. The Recipient shall not make any additional copies of the Confidential Information in written or other tangible forms, and shall destroy all Confidential Information, including, without limitation, from all electronic storage devices upon completion of the Permitted Purpose.
- 6) The Disclosing Parties make no representations or warranties hereunder, either express or implied, as to the accuracy, completeness, quality or fitness for any particular purpose of the Confidential Information, or as to the reasonableness of any assumptions on which it is based and the Recipient acknowledges the inherent risk of error in such Confidential Information including, without limitation, any analyses or conclusions derived therefrom. The Disclosing Parties, their affiliates and their employees, officers and directors shall have no liability whatsoever with respect to the use of, or reliance upon, the Confidential Information by the Recipient, an Authorised Recipient or any other person. Where the Confidential Information relates to buried pipelines/services, the Recipient shall verify the actual location of buried pipelines/services by trial pit.

- 7) The Recipient hereby agrees to indemnify and keep indemnified each Disclosing Party against any costs, claims, demands, expenses (including legal and professional fees), losses or liabilities arising out of any breach by the Recipient, an Authorised Recipient or by any person to whom the Confidential Information is disclosed by the Recipient, of its obligations in relation to the Confidential Information.
- 8) The Recipient and each of its respective Authorised Recipients acknowledges that the Disclosing Parties may be irreparably harmed by any breach of the terms of this letter, and that damages alone may not necessarily be an adequate remedy. Without prejudice to any other rights or remedies of the Disclosing Party, if a breach of the terms of this letter occurs or is threatened, the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, may be available.
- 9) The terms of this letter shall continue to operate indefinitely (the "**Term**").
- 10) If and to the extent that any provision of this letter is held to be invalid or unenforceable, the parties agree to interpret that provision so as to enable it to have its intended effect (so far as it is not invalid or unenforceable) and everything else in this letter shall continue to be binding.
- 11) This letter is governed by the laws of the Dubai International Financial Centre (the "DIFC"), United Arab Emirates. The DIFC courts shall have exclusive jurisdiction to hear any disputes arising out of or in connection with this letter.

Sincerely,

[Signed by authorized representative of the Recipient and company stamp]

Contact details of signatory: