

NON- DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT FOR WFDP - IGO STAFF JOINING MEMBERS

THIS AGREEMENT ("WFDP AGREEMENT") is entered on this day of _____ by and between
The World Fund for Development and Planning (WFDP) located at _____ ("Disclosing Party"),
and _____, Passport No. _____ (The "Recipient" or the "Receiving Party").

The Recipient hereby desires to participate in discussions and Membership of WFDP _____ Branch ("Transaction /Information"). During these discussions and employment period, the Disclosing Party may share certain proprietary Information with the Recipient. Therefore, in consideration of mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Definition of Confidential Information Regarding Internal Policies of the World Fund for Development and Planning (WFDP).

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public; whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

(i) Any marketing strategies, plans, financial information or projections, operations, estimates, business plans and performance results relating to the past, present or future business activities of such Party, its affiliates, subsidiaries and affiliated companies.

(ii) Plans for Programs, Services and Memberships or Contributors' lists.

(iii) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method dealing with WFDP International Programs.

(iv) Any concepts, reports, data, know-how, work-in-progress, designs, development tools, specifications, computer software, source code, object code, flow-charts, databases, inventions, information and confidential diplomatic information.

(v) Any other information should reasonably be recognized as Confidential Information of the Disclosing Party. Confidential Information need not be novel, unique, patentable and copyrightable or confidential in order to be designated Confidential Information. The Receiving Party acknowledges that Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party (WFDP) and that the Disclosing Party regards all of its Confidential Information as organizational secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which was known by the Receiving Party from a third-party source not known (after due diligence) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality.

(c) Is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement.

(d) Is required to be disclosed in judicial administrative proceeding, or is otherwise requested or required to be disclosed by local/ international law or regulation, although the requirements of *Paragraph 4* hereof shall apply prior to any disclosure being made.

(e) Is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of World Fund for Development and Planning (WFDP) "Confidential Information"

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

(a) Limit disclosure of any confidential information to its directors, officers, employees, agents or official representatives (collectively "**Representatives**") who have a need to know such confidential information in connection with the current or contemplated diplomatic / organizational relationships between the Parties to which this Agreement relates and only for that purpose.

(b) Advise its Representatives of the proprietary nature of Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential.

(c) Shall keep all Confidential Information strictly private by using reasonable degree of care and understanding, but not less than the degree of care used by it in safeguarding its own Confidential Information.

(d) Not disclose any Confidential Information received from WFDP by it to any third parties (except as otherwise provided for herein). Each Party shall be responsible for any breach of this Agreement by any of their respective Representatives.

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3. Confidential Information

The receiving Party agrees to use Confidential Information solely in connection with the current or contemplated WFDP relationship between the Parties and not for any purpose other than as authorized by this Agreement without prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party prerogatives. All use of Confidential Information by the Receiving Party shall be for the benefits of the Disclosing Party (WFDP Officials) and any modifications and improvements thereof by the Receiving Party (Recipient) shall be sole property of the Disclosing Party prerogatives. Nothing contained herein is intended to modify the parties existing agreement that; their discussions in furtherance of a potential relationship are governed by Federal Rule of Evidence 408 and International Court of Justice.

4. *Duty-bound Disclosure of Confidential Information*

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose confidential information pursuant to any governmental entity or by permission from WFDP Executive Office of Chairman or Vice Chairman, judicial or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies to the extent practicable, the Disclosing Party in writing of such demand or for disclosure so that the Disclosing Party, at their sole expense, have the right and may seek to make such disclosure subject to a protective order internationally or other appropriate remedy to preserve the confidentiality of the Confidential Information through The International Criminal Police Organization "Interpol" or other authority; provided in the case of a broad regulatory request with respect to the Receiving Party's involvement/employment (not targeted at Disclosing Party) , the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulatory commissions or authorities) the Disclosing Party prompt notice of such disclosure.

The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective international order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability to any Party.

5. *Term of this Agreement* shall remain in effect for a 5 years term (subject to a one year extension if the parties are still discussing and considering the transaction at the end of the second year). Notwithstanding the foregoing, the Parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. *Remedies:* both parties acknowledge Confidential Information to be disclosed hereunder is of a unique and valuable character and that unauthorized dissemination of Confidential Information would destroy or diminish the value of such information. The damages to WFDP by Disclosing Party that would result from unauthorized dissemination of Confidential Information would be impossible to calculate, however WFDP enjoys entitlement to seek restitution through its international relations through intergovernmental and international authorities.

Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at international law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorney's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and expenses after rescannable review by disciplinary committee.

7. *Return of Confidential Information Mandatory*

Receiving Party shall immediately return and redeliver to the other, all tangible material embodying Confidential Information, provided hereunder by WFDP and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of

image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon earlier;

- (i) completion or termination of dealings between Parties contemplated hereunder;
- (ii) termination of this Agreement; or
- (iii) at such time as Disclosing Party may so request; provided however that Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies set forth. Alternatively, the Receiving Party, with written consent of Disclosing Party may (such as Chairman/ Vice Chairman or in the case of notes, at the Receiving Party's discretion) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of the Breach

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possessions of Confidential Information from WFDP and prevent it's further unauthorized use.

9. No Bonding Agreement for Transaction

The Parties agree that neither Party will be under any legal obligation of any kind whatsoever with respect to a Transaction by Virtue of this Agreement, except for matters specifically agreed to herein with WFDP internal Agreements and Policy. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time.

This Agreement does not create a Joint Venture or a Partnership between the parties except; receiving party acknowledges acceptance of Rules and Regulations of WFDP once signing this Agreement. If an agreement goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Warranty

Each Party warrants that it has the right to make the disclosure under this Agreement.

RECEIVING PARTY HAS NO WARRANTIES MADE BY THIS AGREEMENT WHATSOEVER. The Receiving Party acknowledges that although they shall endeavor to include in the Confidential Information all information that believe relevant for the purpose of the evaluation of Membership, the Party understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made as the Disclosing

Party. Further, neither Party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other Party or to the other Party's Representatives resulting from any use of Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Miscellaneous

(A) This Agreement constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the Party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of _____ applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof. The state courts local/ international in _____ shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(C) Any failure by Receiving Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(D) Although the restrictions contained in this Agreement are considered by the Parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by any court of competent jurisdiction to be unenforceable, such provisions will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect and the remainder of the Agreement will be enforced as deemed necessary.

(E) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with an internationally recognized overnight carrier, electronic-mail or mailed by certified mail, return receipt, postage prepaid, in each case, to the address of the other Party first indicated above (or such other addressee as may be furnished by a Party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received;

(a) In the case of personal delivery or electronic-mail, on the date of such delivery.

(b) In the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.

(c) In the case of mailing, on the seventh business day following such mailing.

(F) This Agreement is personal in nature, and neither Party may directly or indirectly assign or transfer it by operation of law or otherwise without the written consent of WFDP, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the Parties to this Agreement and their respective successors, assigns and designees.

(G) The receipt of Confidential Information pursuant to this Agreement will not be permitted in any way form;

(i) Developing, making or marketing thought or services that are or may be competitive with the services of WFDP; or

(ii) Providing products or services to others who compete with WFDP.

(H) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

World Fund for Development and Planning (WFDP) IGO

Amb. Ekramy A.I. El Zaghat

WFDP Director General

Receiving Party



World Fund for Development & Planning

WFDP _____ BRANCH