

# **Non Disclosure Agreement**

Between

**Amon Technologies LLC.**

And

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## *The Agreement*

This Non-Disclosure Agreement (NDA) is made and effective as of April 2009, by and between:

**Amon Technologies LLC**, hereinafter referred to as the “First Party”, a limited liability company duly organized under and by virtue of the laws of the Hashemite Kingdom of Jordan and having its registered offices in Amman -Jordan and its legal address being at:

Suite 301, Oasis II Building, Sweifieh  
Abdul Rahim Al Haj Mohammad Street  
P.O. Box 9444  
Amman -11191- Jordan  
Tel: +962-6-5818508  
Fax: +962-6-5852909  
Email: [info@amontechnologies.jo](mailto:info@amontechnologies.jo)

### **And**

-----, hereinafter referred to as the “Second Party”, a freelance consultant working in The Hashemite Kingdom of Jordan, legally residing in Amman, Jordan with its legal address being at:

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Amman –  
P.O. Box  
Amman Jordan  
Tel: +962-6-  
Fax: +962-6-  
Email:

Or collectively referred to as the “Parties” or “parties”

### **A1.1 Purpose**

As a result of the business relationship between the Parties described in the Professional Services Agreement dated April 2009 related to professional services projects for the First Party’s clients (The Client), the First Party, desires to arrange for the Second Party to receive certain confidential and proprietary information of the First Party as well as that of The Client during the period of the business relationship (The Project) and thereafter. Now therefore, the Parties hereto irrevocably agree to the following:

### **A1.2 Confidential or Proprietary Information**

For the purposes of this NDA, information or material that is confidential and/or proprietary to the First Party and/or The Client includes but is not limited to, the following types of information and other information of a similar nature:

- a) Any information related to and arising from the various stages of analyses, design, implementation, documentation, development, business plans, templates, reports,

presentations, financial information, customer lists, and other similar information related to The Project.

- b) Any information disclosed by the First Party (the Disclosing Party) or The Client (the Disclosing Party) to the Second Party (the Receiving Party) under this NDA, whether in writing, orally, visually, in the form of samples or models or otherwise, provided that such information, if written, is clearly and conspicuously marked as being proprietary, commercial in confidence, restricted commercial or confidential.
- c) Oral disclosures of information shall be treated as proprietary if designated as such at the time of disclosure and reduced to a written listing or summary marked with an appropriate restrictive legend and delivered to the Receiving Party within 30 days after disclosure. During this 30-day period, such information so disclosed shall be provided the same protection as provided to Proprietary Information disclosed in writing.
- d) Any information which can be obtained by examination, testing or analysis of any hardware, any component part thereof, software or material samples, provided by the Disclosing Party.

### **A1.3      *Receiving Party's Obligations***

The Second Party shall:

- a) Hold the Disclosing Party's Proprietary Information confidential to itself and restrict access thereto for the Purpose referred to in Clause A1.1, and
- b) Not use Proprietary Information disclosed to it pursuant to this NDA for a purpose other than the Purpose referred to in the Clause A1.1, and
- c) Not disclose Proprietary Information disclosed to it pursuant to this NDA to any third party without the Disclosing Party's prior consent in writing thereto.
- d) On termination of this NDA for any reason, and on the request of the Disclosing Party, return all documents whether in electronic or paper form containing Proprietary Information together with all relevant samples and models, which the Second Party has in its possession pursuant to this NDA.

### **A1.4      *Exceptions to Receiving Party's Obligations***

The obligations and restrictions provided in Clause A1.3 hereof shall not apply to information, which the Second Party can demonstrate:

- a) Is in the possession of the Second Party at the time of disclosure hereunder, or
- b) Is already or hereafter becomes available to the public otherwise than through the fault or negligence of the Second Party, or
- c) Is lawfully obtained by the Second Party from a third party with full rights of disclosure and without similar restrictions to and without breach of this NDA ,or
- d) Is independently developed by or for the Second Party, as supported by written records, or

- e) Is the subject of a subpoena or demand for production of documents in connection with, any law suit, arbitration proceeding, administrative procedure or for any governmental agency. In such event, the Second Party shall promptly notify the Disclosing Party and shall cooperate with the Disclosing Party in its attempt to protect the confidentiality of its Proprietary Information such as by seeking a protective order from a court of competent jurisdiction.

### **A1.5 Intellectual Property Ownership**

- a) All confidential and proprietary information disclosed by the First Party or The Client shall remain the property of the First Party or The Client respectively. Nothing herein shall require the disclosure of any confidential or proprietary information to third parties.
- b) Intellectual property ownership for all deliverables prepared by the Second Party in part or in full for The Project shall remain perpetually the property of the First Party.
- c) On completion of The Project or for any reason, and on the request of the First Party, the Second Party shall immediately return all documents (whether in paper or electronic form) related to The Project containing Proprietary Information together with all relevant specifications, templates, reports and models, which the Second Party has in its possession pursuant to this NDA to the First Party.

### **A1.6 Disclosure**

- a) Unless required to do so by Law, regulatory and/or tax authorities per Clause A1.4, the Second Party shall use the confidential and proprietary information only for the purpose of the business relationship defined between the parties as stated in Clause A1.1.
- b) Following disclosure, the Second Party shall keep confidential and not disclose the confidential and/or proprietary information to any other person, firm, or corporation for ten (10) years from the date of disclosure. The Second Party shall be under no obligation if any confidential and proprietary information is or becomes part of the public domain.

### **A1.7 Assignment**

This NDA may not be assigned by either party without the prior written consent of the other party.

### **A1.8 Validity of Provisions**

If any of the provision of this NDA shall be held invalid in a court of Law, the remaining provisions shall be construed as if the invalid provision were not included in this NDA.

### **A1.9 Governing Law**

This NDA shall be construed according to and governed by the Laws of The Hashemite Kingdom of Jordan.

### **A1.10 Disputes**

- a) Any disputes arising out of or in connection with this NDA shall be settled under the Rules of Arbitration of Jordan Arbitration Law in force by three arbitrators appointed in accordance with said rules.
- b) The venue of the Arbitration shall be Amman, Jordan; the language of arbitration shall be English.
- c) The Parties herein irrevocably agree that the arbitral award to be rendered in such arbitration shall be conclusive, final and binding on the Parties.

### **A1.11 Notices**

Any notice required by this NDA or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by registered mail, postage prepaid, or recognized overnight courier delivery services to the address above stated.

### **A1.12 Employment**

The Second Party recognizes that the employees, subcontractors and independent contractors, of the First Party with loyalty and service to the First Party, constitute a valuable asset of the First Party. Accordingly, the Second Party will, during the period commencing on the date of this NDA and ending five (5) years after the resignation and/or termination of any person's employment or contract with the other party, directly or indirectly employ, nor engage as a consultant any such person.

### **A1.13 Prior Understandings**

This NDA terminates and supersedes all prior understandings or agreements on the subject matter hereof.

### **A1.14 Modifications**

This NDA may be modified only by a further writing that is duly executed by both parties.

### **A1.15 Headings**

Headings used in this NDA are provided for convenience only and shall not be used to construe meaning or intent. The terms and conditions of this NDA shall apply to both parties.

**A1.16      *Remedy at Law***

Both parties agree that the remedy at Law for any breach of the foregoing provisions of this NDA might be inadequate and that the harmed or suffering party shall be entitled to injunctive relief in the event of such breach or threatened breach in addition to any other remedy it might have.

**A1.17      *Effective Term***

This NDA enters into effect from the date of its signature by both Parties and shall remain in force for a period of five (5) years from the above-mentioned date, thereafter; it shall terminate automatically unless renewed in writing by the mutual consent of the Parties.

In witness hereof, the parties hereto have caused this NDA to be executed as of the day and year first written above.

<u>First Party</u> <b>Amon Technologies LLC</b>	<u>Second Party</u>
Name of Signatory <b><i>Mr. Vatche Dakessian</i></b>	Name of Signatory
Position <b><i>President &amp; CEO</i></b>	
Signature	Signature
Corporate Stamp/Seal	
Date: <b><i>April</i></b> , 2009.	Date: <b><i>April</i></b> , 2009