

RECITAL

Dubai Electricity and Water Authority (**PJSC**), hereinafter referred to as “DEWA” and
(Insert Company Name here:
“_____.”) are committed
to a policy of protecting their Confidential and Proprietary Information from disclosure.

“Confidential and Proprietary Information” (Information) shall mean any information disclosed by the Disclosing Party in any form including, but not by a way of limitation written, oral, electronic and magnetic media relating to or concerning their installations/business, human resources and operations including, but not limited to, software, trade secrets, formulas, methods, techniques, compositions, research data, performance indicators, know-how, processes, designs, drawings, specifications, and combinations thereof, computer programs, software source or object codes, firmware, equipment, systems, products, projects, price lists, quotations, details of Tender evaluation, and any and all other financial information and statements, personnel, suppliers, contractors, guests and/or customer listings.

However, a Confidential Information shall not include any information which:

- (a) Is contained in a printed publication prior to the date of this Agreement or already known to you prior to the time of disclosure.
- (b) Is or becomes publicly known through no wrongful act or failure to act on the part of Recipient.
- (c) Is required by applicable law or by any court order or by any supervisory regulatory authority.

Therefore, in consideration of the mutual understanding and promises contained herein and in reference to the Contract No. (If applicable insert Contract No. here: _____), the Parties agree as follows:

1. Disclosure of Confidential and Proprietary Information may be in oral, written, or other tangible form. The undersigned undertakes the obligations to protect Confidential and Proprietary Information disclosed hereunder.
2. That the “Discloser” (the Party disclosing Information) may at its option make available to the Recipient (the Party to whom Information is disclosed) information related to Discloser’s business. The term “Information” as used herein shall bear the meaning as defined in the preceding paragraph (Recital).
3. The Recipient agrees to receive the Information in confidence and to keep the same Information confidential, using the same degree of care as is used by the Recipient to protect its own confidential information, but in no event applying less than a reasonable degree of care.
4. The Recipient further agrees to disclose the Information only to its affiliates/employees, consultants on a need to know basis, whose services are required in light of the objectives of the mutual relationship between the parties, and to require each of its affiliates/employees, consultants to comply with the terms of this Agreement, prior to such disclosure.
5. **Return, Destruction of Proprietary Information:** The Recipient shall not make any additional copies of Information without the express written consent of the Discloser. The Recipient agrees that it will return or destroy all documents and tangible property in its possession, which contain any part of the Information disclosed to the Recipient by Discloser hereunder, after the completion of the job for which the Information was disclosed.
6. **Limitation on Use:** The Recipient shall use such Information solely for the purpose for which such information was disclosed.
7. **Disclaimer:** No rights or obligations other than those expressly recited herein are implied by this Agreement. In particular, no license is hereby granted directly or indirectly under

any patent or copyright now held by, or which may be obtained by or which is or may be licensed by either Party.

8. Indemnity: The Recipient shall indemnify Discloser from any and all liability, loss or damage (including legal costs) suffered as a result of claims, demands or judgments arising out of the failure of the Recipient or those representing the Recipient to conform to the provisions of this Confidentiality Agreement.

9. Term, Survival: The provisions of this Agreement shall remain in effect for a period of three years and shall survive for a similar period after the expiry/ early termination of any relevant contract signed between the Parties.

10. General Provisions:

- I. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes, cancels, and merges all agreements, negotiations, commitments, writings, and discussions between them as to the subject matter prior to the date of this Agreement. Neither of the Parties shall be bound by any condition or representation with respect to such subject matter, other than as expressly provided in this Agreement or as duly set forth on or subsequent to the date of this Agreement in writing, and signed by a proper and duly authorized representative of the Parties.
- II. In the event of the invalidity or unenforceability of any provision of this Agreement under any applicable law, the Parties agree that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement.


11. Governing Laws: This Agreement shall be construed and in all respects be governed by the laws and regulations of Emirate of Dubai, (to the extent that the same are applicable therein), the laws and regulations of the United Arab Emirates.

The undersigned represents and warrants that he/she has the authority to bind his/her organization. Further, the undersigned agrees to have each person and/or entity to whom Confidential and Proprietary Information is disclosed execute a confidentiality undertaking or

have in place an agreement with similar provisions as this Agreement. The Recipient will keep under his/her custody and control originals and copies of any written materials (including but not limited to, records, reports, pictures, drawings, sketches, graphs, charts, and the like), as well as all samples, tapes, and other tangible embodiments of Confidential and Proprietary Information which has come into his/her possession or control as a result of this Agreement.

At Discloser's request, the Recipient will promptly deliver to Discloser any confidential and Proprietary Information, unless other disposal thereof shall have been agreed to in writing by the Parties.

IN WITNESS WHEREOF, each of the Parties to this Agreement has caused this Agreement to be executed by its duly authorized officers as of the date written below.

ON BEHALF OF -----	ON BEHALF OF DUBAI ELECTRICITY AND WATER AUTHORITY PSJC (DEWA)
SIGNATURE:	SIGNATURE: 
NAME:	NAME: Khalid Abdulmunem Ibrahim Bin Kalban
DESIGNATION:	DESIGNATION: Manager - Artificial Intelligence
ADDRESS:	ADDRESS: Dubai
DATE:	DATE: 28/10/2025
COMPANY SEAL/STAMP:	COMPANY SEAL/STAMP:
