**Non-disclosure agreement #\_\_**

**Bishkek “\_\_\_\_” \_\_\_\_\_\_\_\_\_\_\_ 202\_\_.**

Hereby, **the CJSC "FINCA Bank"**, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the one hand, and **the LLC** “**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**”, represented by the Director “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”, acting on the basis of the Charter, on the other hand, collectively referred to as the "Parties", and individually as a "Party", have entered into this Agreement as follows:

The parties have the rights to disclose and discuss their Confidential Information (as defined below). For the purposes of this Agreement, the term "The Disclosing Party" shall refer to either party in the case of disclosure the Confidential Information by the party, and the term "Recipient" shall refer to either party, depending on the circumstances, in the case of receiving the Confidential Information by the party.

1. **The definition of Confidential Information.**

The term “Confidential Information” used in this Agreement refers to any secret, information or materials, disclosed or provided to one of the Parties for the purpose of consideration of an opportunity, a proposal and promoting further cooperation, before or after signing this Agreement, in the oral form, in the written form or in the electronic format (irrespective of the fact whether there is a confidentiality mark or another note). Among other things, Confidential Information includes the following:

1. All information and materials related to the Disclosing Party disclosed or provided by such party to the Receiving Party, concerning or directly related to the business, a project, products, systems, services, technology, operations, processes, plans, etc.;
2. All information and materials related to the management systems, operating specifications, marketing technologies, competitive strategy and sales promotion disclosed or provided to the Receiving Party by the Disclosing Party;
3. The facts and the details the Parties shall discuss or discuss in respect of cooperation;
4. All analytical materials, comments/notes, compilations, researches and other documents prepared by the Disclosing Party and based on or including the information, facts or materials related to this Article;
5. A part of all notes/ comments or other records prepared by the Receiving Party based on or including the information, files or materials related to this Article;
6. Personal data of any persons, bank secrets, commercial secrets and other types of secrets;
7. All copies and reproductions, in any form, of the information or parts of notes/ comments or other documents related to this Article.
8. **Non-Disclosure and Non-Use of Confidential Information**

Confidential information is provided to the Recipient **for review and analysis only**. No other use is allowed.

The Recipient has no right to disclose Confidential Information to anyone other than its executive bodies and the employees who need access for legitimate use. The Recipient has to inform the employees to whom the access to the Confidential Information is provided that they are obliged not to disclose the Confidential Information, and they shall take the necessary measures to provide fulfillment of those obligations.

The Recipient shall keep the Confidential Information with the degree of care not less than the one applied to confidential information of the Recipient himself/ herself, and, at last, with reasonable diligence.

The Recipient shall keep the Confidential Information in a safe and secure place.

The Recipient may make copies of the Confidential Information only if it’s necessary for its assessment.

The Recipient has no right to retrieve Confidential Information by analyzing the executable code of programs or objects. The Recipient has no right to use the Confidential Information for the elaboration or development of the product, unless otherwise agreed in the written form.

The obligations in respect of Confidential Information in this Agreement shall remain in effect as long as such information remains Confidential Information.

1. **Survival of rights.** All the information provided by the Disclosing Party to the Receiving Party in any form under this Agreement shall be and remain the exclusive property of the Disclosing Party, and the data and any copies thereof shall be promptly returned to the Disclosing Party upon its written request or destroyed at the discretion of the Disclosing Party.
2. **Additional obligations**.

(1) The Parties guarantee that they are not involved in terrorist activities and have no relation to any persons whose actions are related to financing of terrorist activities or other criminal activities. The Parties confirm and guarantee that they have not been engaged and will not be engaged in any actions intended to conceal or disguise the source of the proceeds of crimes ("Money Laundering").

(2) During the period of validity of the Agreement and the duration of cooperation,

During the term of this Agreement and cooperation, the Party, the employees of the Party, as well as other persons involved in cooperation shall not pay, offer to pay or authorize the payment of funds or valuables directly or indirectly to any persons for influencing on their actions or decisions in order to obtain any unlawful advantages or benefits, including actions qualified by the legislation applicable for the purposes of this Agreement as giving/receiving a bribe, commercial bribery, etc.

The Party shall immediately notify the other Party about any corruption practices, acts or attempts of corruption on the part of its employees/ people involved in cooperation.

1. **Refusal.** This Agreement may not obligate the parties to disclose any information. Every party shall have the right to refuse to accept any information under this Agreement prior to the moment of disclosure. The obligations stipulated by this Agreement shall not apply to the Confidential Information disclosed despite a prior explicitly expressed refusal.
2. **Additional exception.** The Receiving Party may disclose the Confidential Information without the consent of the Disclosing Party to the following:

(1) To government supervisory authorities authorized to request such information in accordance with the applicable law pursuant to a properly formalized request to provide the specified information; at that, the Receiving Party: (a) shall not be liable for such disclosure (b) to the extent permitted by law, shall forward such request to the Disclosing Party no later than one (1) day after receiving the request.

(2) To the judicial authorities for the purpose of protecting and enforcing rights under this Agreement.

1. **Violations and legal remedies.** **Liability.**

In addition to any remedies under the applicable law, the parties acknowledge that any breach or failure to comply with the terms and conditions of this Agreement by the Recipient may cause irreparable harm to the Disclosing Party, not always recoverable with money. Consequently, when any actual or imminent violation of any provision of this Agreement takes place, the Disclosing Party may obtain a preliminary, temporary or permanent prescription from the court of the relevant jurisdiction restraining or prohibiting such violation by the Recipient or any entity or person acting in conjunction with the Recipient. Any dispute, conflict or claim which may arise resulting from or in connection with this Agreement or its fulfillment, violation, termination or invalidity are subject to settlement by the parties' mutual consent in the courts of general jurisdiction of the Kyrgyz Republic. The language to be used in the course of the proceedings shall be Russian.

In the case of violation or non-compliance with the terms of this Agreement by the Recipient, the Disclosing Party shall be entitled to demand a fine in the amount of 1,000,000 (one million) soms or an equivalent amount in dollars according to the exchange rate of the National Bank of the Kyrgyz Republic as of the date of the payment for every confirmed case of violation, and also the Recipient shall reimburse all the losses inflicted to the Owner and the Holder of the Confidential Information.

The fine shall be payable upon the written request of the Disclosing Party. In such case, payment of the fine shall not relieve the Recipient from fulfillment of his/her/its obligations or rectification of the violations.

The Party which allowed or committed the disclosure of confidential information shall be liable for the damages, losses and lost profits incurred by the Disclosing Party and arising in connection with the disclosure of the confidential information, transferred to the Receiving Party, by the Receiving Party.

1. **Good faith and fair dealing.** In the course of fulfillment of their obligations under this Agreement, the Parties shall act in accordance with the principle of good faith and fair dealing. The provisions of this Agreement, as well as any statements made by the Parties according to this Agreement shall be interpreted in accordance with the principles of good faith and fair business practices.
2. **General provisions**. This Agreement constitutes agreement of the parties on the subject matter and supersedes all prior or future oral or written agreements. This Agreement may not be assigned/ reconveyed to the third party and none of the obligations of the Parties under this Agreement may be transferred without the prior written consent of the other party. Taking such limitations into consideration, this Agreement shall be binding upon and comes into effect to ensure for the benefit of the permitted successors of the parties Amendments to the terms of this Agreement shall not be valid and obligatory for the parties unless they are formalized in the written form and signed by authorized representatives of both parties.

This Agreement and the exchange of Confidential Information shall not create any obligation for the parties on executing any agreements in the future or concerning any other legal relations. This Agreement does not entitle either pf the Parties with a right to fulfil any obligations of any kind on behalf of the other party without its prior written consent. Non-fulfilment of any provision, right or remedy under this Agreement by either party shall not constitute a waiver of such provision, right or remedy. If one or more provisions of this Agreement appear to be invalid, illegal or unenforceable, it will have no impact on the validity, legality and enforceability of the remaining provisions of this Agreement.

This Agreement shall be governed by and construed in accordance with the rules of the substantive laws of the Kyrgyz Republic. The validity and exchange of signed copies of the agreement shall come into effect upon being signed by both Parties and shall remain in force without limit of time.

Terms, definitions and the content of the agreement shall be construed in accordance with the legislation of the Kyrgyz Republic. The Agreement has executed in two counterparts, one copy for each Party, which have equal legal effect, each of which shall be deemed an original. Any signed copies exchanged using electronic means of communication shall have the same effect as the original signed document.

1. **The signatures of the Parties:**

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| **The CJSC “FINCA Bank”**  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **The LLC “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |