

## Annexure -1

### CONFIDENTIALITY AGREEMENT

In connection with the proposed tender **LTC/TRS/2109/13**, it is necessary for the COMPANY (Qatargas) to provide information which it regards as proprietary and confidential or which it is required by third parties to hold in confidence. It is understood and agreed that before releasing such confidential and proprietary information, the COMPANY requires written confirmation by the Bidder, agreeing to the following provisions. This agreement shall extend to the Bidder, its affiliates, sponsors, employees, directors and consultants.

1. The term PROPRIETARY INFORMATION shall mean all information acquired directly or indirectly from the COMPANY, or that the COMPANY may provide concerning the subject insurance program, or the facilities being the subject matter of the insurance program, or any other information concerning the technical, business activities and know-how of the COMPANY, its assignees or shareholders and their affiliates. Excluded from this definition is any information that falls into the following categories:
  - 1.1 Information which, at time of disclosure hereunder, is in the public domain;
  - 1.2 Information which, after disclosure hereunder, enters the public domain, except where such entry is the result of the Bidder's breach of this Agreement;
  - 1.3 Information, other than that obtained from third parties, which prior to disclosure hereunder, was already in the Bidder's possession either without limitation on disclosure to others or which subsequently becomes free of such limitation;
  - 1.4 Information obtained from a third party, who is lawfully in possession of such information and not subject to contractual or fiduciary relationship with the COMPANY or the COMPANY's affiliates with respect to said information.

PROPRIETARY INFORMATION shall not be deemed to be within the foregoing categories merely because such information is embraced by more general information in the public domain or in the Bidder's possession. In addition, any combination of features shall not be deemed to be within the foregoing categories merely because individual features are in the public domain or the Bidder's possession, but only if the combination themselves are their principle of operation is in the public domain or the Bidder's possession.

2. Bidder represents that there is a policy and procedure in place to protect trade secret rights to its own proprietary information, including notices to its employees to prevent unauthorized publication and disclosure of such information. The Bidder agrees that PROPRIETARY INFORMATION shall be subject to such policy and procedures and that no

PROPRIETARY INFORMATION shall be disclosed to any third party, except as the COMPANY may otherwise authorize in writing, provided that the Bidder has entered into a confidentiality agreement with said party that contains the same terms and conditions with respect to use or disclosure of PROPRIETARY INFORMATION.

3. Bidder agrees not to use PROPRIETARY INFORMATION for any purpose other than the preparation of its proposal for this insurance program. Bidder further agrees to disclose PROPRIETARY INFORMATION only to those employees who require it to prepare the proposal. Bidder will safeguard any documents that the COMPANY may supply hereunder and agrees to make copies only to the extent necessary for preparation of the proposal. If the contract is not awarded to the Bidder pursuant to the submitting of the proposal, or if the Bidder chooses not to submit a proposal, all documents will be returned to the COMPANY and the Bidder must certify that all copies thereof have been destroyed.
4. Nothing in this Agreement nor the disclosure of PROPRIETARY INFORMATION hereunder shall be construed as granting the Bidder or any other party, either a license under, or any right in or to, any invention, patent, copyright, or any other intellectual property right, right now or hereafter, controlled by the COMPANY or its affiliates or assignees.
5. Any information supplied by the Bidder to the COMPANY shall not be subject to any obligation of confidence and the COMPANY shall not be liable for any use or disclosure of such information. The Bidder agrees not to knowingly disclose to the COMPANY and information that is subject to an obligation of confidence to any third party.
6. The Bidder shall not, nor shall its sponsor, director, employees and consultants, disclose to any person either the fact that any discussions are taking place concerning a possible transaction between the Bidder and the COMPANY, or that the Bidder has received PROPRIETARY INFORMATION.

The COMPANY believes that maintenance of the highest degree of integrity is essential and should not be sacrificed under any circumstances. The COMPANY requires all Bidders to conduct their business in a lawful manner and under the highest ethical standards. The COMPANY will not tolerate unlawful conduct by Bidder's or their agents, and will pursue every available remedy against them in respect of such conduct. The COMPANY considers as unacceptable, the acquisition and use of sensitive or confidential information that Bidder's or their agents are not entitled to, such as competitors' tender data.

Bidder acknowledges that violation of the provisions of this agreement would result in immediate and irrevocable harm to the COMPANY, for which damages would be an inadequate remedy, and that the COMPANY shall be entitled to equitable relief, including injunction and specific performance. The Bidder consents to the ex-parte or expedited issuance of such relief by an appropriate judicial body. No failure or delay by

the COMPANY in exercising any rights shall operate as a waiver of the right to such equitable relief.

In addition to the above, the COMPANY requires that the Bidder agree and confirm the following:

- i) Bidder will comply with the preceding paragraphs
- ii) Bidder's policies for conducting its business are consistent with and sufficient to achieve compliance with such requirements, and;
- iii) Bidder will immediately notify the COMPANY if approached by anyone seeking or offering PROPRIETARY INFORMATION.

Signed on behalf of \_\_\_\_\_ (Bidder's Name)

P.O. Box: \_\_\_\_\_

Name of Authorised Signatory: \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax #: \_\_\_\_\_

Date: \_\_\_\_\_