

Date: 27 May 2018

To: **TENDERERS FOR: RLWM-675 Design, Supply & Installation of Wellheads & X'Mas Trees, Related Equipment, Services and Spare Parts.**

Attn: General Manager

**CONFIDENTIALITY AGREEMENT**

Dear Sirs,

RasGas Company Limited, a joint stock company established and operating under the laws of the State of Qatar, having its registered office address at P.O. Box 24200, Doha - State of Qatar, acting for itself and on behalf of any entity or project to whom RasGas Company Limited may provide services is seeking tenders for the above services.

If you wish us to consider you for participation in the tender process, it will be necessary for us to provide you with information that we regard as proprietary (Proprietary Information).

Before releasing our tender documents to you, we need your agreement to the following provisions relating to Proprietary Information. All of the undertakings made by you in this letter shall extend to you, to each of your affiliates and to their and your Local Agent (if applicable), employees, directors and consultants.

1. The term "Proprietary Information" shall mean all information which you, directly or indirectly, acquire from us or may have already acquired concerning the technical and business activities and know-how of ourselves, our shareholders or their affiliates, except information falling into any of the following categories:
  - Information, which at the time of disclosure by us to you, is in the public domain;
  - Information, which after the time of disclosure by us to you, enters the public domain, except where such entry is the result of breach of this agreement;
  - Information which prior to the time of disclosure by us to you, was already in your possession either: as a result of your independent development of the same, or was obtained by you from a third party who is under no contractual or fiduciary obligation to us.

Information shall not be proprietary if it is embraced by more general information in the public domain or in your possession. Any combination of features shall be Proprietary Information where the individual features are in the public domain or in your possession, but the combination itself or its principle of operation are not in the public domain or in your possession.

2. You shall keep in strict confidence the Proprietary Information and shall not use it in competition with us or for any purpose other than participating in the tender process. The Proprietary Information shall not be disclosed to any persons other than those who have a need to know. If the Proprietary Information is disclosed to any individuals, such persons shall be informed at the time of disclosure of its confidential nature.

**(Continued on page 2)**



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**Re: Confidentiality Agreement**

3. You shall safeguard the Proprietary Information. You shall not disclose any Proprietary Information to any third party except with our written approval. If disclosure to a third party is authorized, you shall enter into a confidentiality agreement with the third party containing the same terms and conditions with respect to use or disclosure of Proprietary Information as this agreement.
4. You may make copies of documents containing Proprietary Information only to the extent necessary for your use on our behalf. You agree to return all documents supplied by us promptly upon our request. You shall destroy any copies or other reproductions or extracts of the Proprietary Information along with such documents and other writings prepared from the Proprietary Information.
5. It is not our desire to be afforded access to your confidential information; therefore, any information which you supply to us shall not be subject to any obligation of confidence (notices on your drawings, proposals, graphs, tables, specifications and the like to the contrary notwithstanding) and we shall not be liable to any use or disclosure of such information. You shall not disclose to us any information that is subject to an obligation of confidence to any third persons.

You acknowledge that if you violate the provisions of this agreement we will suffer immediate and irrevocable harm for which damages would be an inadequate remedy and that we shall be entitled to equitable relief, including injunction and specific performance. You consent to the ex parte or expedited issuance of such relief by any appropriate judicial body. No failure or delay by us in exercising any rights shall operate as a waiver of the right to such equitable relief.

Please have an authorized representative of your company sign this letter to signify your agreement to the above and fax a signed copy to the attention of:

Head of Contracts  
Fax No. +974-4485-7439

Accepted and Agreed on behalf of:

**Tenderer Name Principal:**

\_\_\_\_\_

Local Agent (If represented in Qatar): \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Note: Both the Principal and Local Agent (if applicable) are required to sign separate copies of this document.**





**QATARGAS OPERATING COMPANY LIMITED**  
**Supply Department – Contracts**

**TENDERER / LOCAL AGENT (IF APPLICABLE)**  
**NAME AND ADDRESS**

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① **Name of Tenderer:** \_\_\_\_\_

(In whose name any associated contract would be signed)

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Mobile No.:** \_\_\_\_\_

**Facsimile No.:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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② If represented by a Local Agent in Qatar:

Local Agent's Name: \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Mobile No.:** \_\_\_\_\_

**Facsimile No.:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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