

SECOND. CONFIDENTIAL INFORMATION

Confidential Information shall refer to any data or information related to the Project communicated by the DISCLOSER to the RECIPIENT, whether orally, graphically, in writing, or digitally, or through any medium—tangible or intangible, currently known or made possible by future developments in technology—that, due to its privileged or confidential nature, is not generally available to the public.

In particular, without limitation and without prejudice to future expansions, confidential information shall include:

- Any matter relating to the confidential or privileged information of the Project for NEOM involving, but not limited to, the 3D model for the future wind farm in Saudi Arabia, including any confidential data provided by the DISCLOSER, particularly information concerning projects involving NEOM and its associated companies. This covers strategic and critical projects, plans, trade secrets, business practices, or client information.
- All information, knowledge, or material shared by the DISCLOSER for potential professional collaboration, which is inherently confidential due to its nature, including any data that could compromise confidentiality if disclosed.
- Any information explicitly marked as confidential or implied to be confidential based on the nature of the information itself or the circumstances surrounding its disclosure. In case of uncertainty about whether information is confidential, it must be treated as confidential until the DISCLOSER expressly clarifies otherwise.

Confidential Information shall, in all cases, remain the property of the DISCLOSER, who reserves the right to use it as deemed appropriate without any obligation to the RECIPIENT.

THIRD. OBLIGATION OF SECRECY, CONFIDENTIALITY, AND NON-COMPETITION

The Parties recognize that the Confidential Information is highly sensitive and confidential. Consequently, the RECIPIENT undertakes to maintain strict confidentiality regarding such information and agrees to instruct its employees, associates, and any other person who may access the Confidential Information due to their position or relationship with the RECIPIENT about this confidentiality obligation.

- It is solely the RECIPIENT's responsibility to ensure that this duty of confidentiality and secrecy is strictly complied with by its employees or any third parties who may have access to such Confidential Information.
- The RECIPIENT shall not reproduce, modify, publish, disclose to third parties, or use the Confidential Information for personal or any other unauthorized purposes without prior written consent from the DISCLOSER.
- Specifically, the RECIPIENT commits to adopting the following measures:
 1. Not to disclose or communicate, partially or fully, directly or indirectly, the Confidential Information to any third party without the explicit prior written authorization of the DISCLOSER.
 2. Protect and safeguard the Confidential Information from unauthorized usage, publication, or disclosure.
 3. Refrain from employing Confidential Information for unauthorized purposes or disclosing it outside the terms of this Agreement, ensuring its protection from misuse or unauthorized dissemination.
 4. Take all necessary steps to protect the privacy and confidentiality of the Confidential Information, guaranteeing rigorous compliance with confidentiality commitments assumed herein.
 5. Promptly inform the DISCLOSER of any breach or reasonable suspicion of breach regarding confidentiality obligations outlined in this Agreement.