[\_\_\_\_\_\_\_\_\_\_\_], 20[\_\_]

**PRIVATE AND CONFIDENTIAL**

**The Chairman**

**Procurement committee**

**FINCA Uganda Limited (MDI)**

Dear Sir/ Madam,

**NON DISCLOSURE & CONFIDENTIALITY UNDERTAKING**

In connection with the contemplated transaction (the “Transaction”) between [Vendor Name] (the “Vendor”) and FINCA Uganda or any of their branches and affiliates (collectively, the “Company” and together with the Vendor, the “Parties” or individually, a “Party”), the Company may deliver Confidential Information (as defined below) to the Vendor. In consideration of this transfer of Confidential Information, the Parties agree as follow:

1. The Vendor agrees to keep the Confidential Information in full confidence and not to disclose the Confidential Information to any other persons, firms or organizations, except as necessary in connection with the Transaction, provided, that the Vendor shall inform such persons, firms or organizations of the confidential nature of the Confidential Information and shall ensure that such persons, firms or organizations treat the information in a confidential manner.

2. Upon the termination of the Transaction or upon request of the Company, in the event that the Transaction is not consummated, the Vendor shall destroy or promptly return the Confidential Information to the Company, and upon destruction, will certify to the Company that all Confidential Information has been destroyed. Notwithstanding the return or destruction of the Confidential Information, the Parties will continue to be bound by the terms of this Agreement.

3. The term “Confidential Information” means all information or data received by the Vendor, by whatever means, whether before or after execution of this Agreement, relating to the business and operations of the Company or any of its affiliates or subsidiaries, and shall also be deemed to include all notes, analyses, compilations, forecasts, studies, interpretations or other documents prepared by the Vendor directly attributable to the Confidential Information. Confidential Information shall not include such information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Vendor or (ii) is or becomes available to the Vendor on a non-confidential basis, provided that the Vendor did not or should not have known that the source of such information was prohibited from disclosing such information by a legal, contractual or fiduciary obligation regarding the Confidential Information so delivered

4. The Vendor acknowledges that the Company has not made and is not making, and that the Vendor is not relying on, any representation or warranty, express or implied regarding the accuracy or completeness of the Confidential Information and that the Company shall not have any responsibility or liability to the Vendor relating to or resulting from the use of the Confidential Information.

5. In the event that the Vendor is requested or required (by subpoena, court order, administrative order, or otherwise) to disclose any of the Confidential Information, the Vendor shall provide the Company with prompt written notice, unless notice is prohibited by law, of such request or requirement so that the Company may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Vendor may disclose only that portion of Confidential Information required to be disclosed.

6. The Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement and that in addition to all other remedies available under applicable law, the Company shall be entitled to equitable relief, including injunction and specific performance as a remedy for any such breach without proof of actual damages. The Vendor further agrees not to oppose the granting of such relief and will waive any requirement for the posting of any bond or other security in connection therewith. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that the Vendor breached this Agreement, the Vendor will reimburse the Company for its costs and expenses (including, without limitation, legal fees and expenses) incurred in connection with such litigation.

7. The provisions of this Agreement may not be amended, modified, supplemented or terminated, and waivers or consents to departures from the provisions hereof may not be given, except by written consent from the Party against which enforcement of such amendment, modification, supplement, termination, waiver or consent to departure is sought. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. If any provision of this Agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provisions hereof or the validity of the remainder of this Agreement, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation.

9. This letter agreement shall be governed by, and construed in accordance with, the laws of the Republic of Uganda (without giving effect to the conflict of laws principles thereof).

**[VENDOR NAME] In the presence of:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Title:

Acknowledged and Agreed:

**FINCA Uganda Limited (MDI) In the presence of:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Title: