

NON-DISCLOSURE AGREEMENT

Date: _____

Dear Sir/Madam

Non-Disclosure Agreement

The purpose of this agreement ("**Agreement**") is to set out the arrangements between ourselves, ICC Business Corporation FZ LLC ("**IBC**"), being the Dubai-based operating subsidiary of the International Cricket Council Limited, a company incorporated under the laws of the territory of the British Virgin Islands and having its administrative office at Street 69, Dubai Sports City, Sheikh Mohammed Bin Zayed Road, PO Box 500070, Dubai, United Arab Emirates (the "**ICC**"), and the company indicated below, (the "**Company**"/ "**you**") regarding the disclosure by IBC to you of confidential information in connection with an Invitation to Tender ("**ITT**") to Marketing and PR Services for the ICC Men's Cricket World Cup 2027 to be issued by IBC to you, for the purpose of your submission of a response to the same (the "**Purpose**").

The terms of this Agreement are as follows:

1. For the purposes of this Agreement, "**Information**" means the existence and contents of this Agreement and any and all non-public, confidential or proprietary information, in whatever form, whether written or oral, including the terms of the ITT and all information disclosed to you in connection with such ITT, whether tangible or intangible, and which is now, or at any time on or after the date of this Agreement, disclosed to you by or on behalf of IBC or which relates to IBC's business in any way.
2. Certain Information in relation to the ITT will only be issued to you upon your acceptance of the terms of this Agreement, and such disclosure by IBC imposes no obligation on IBC to proceed with any business transaction with the Company or any third party.
3. In consideration for IBC agreeing to disclose Information to you, you shall keep all Information strictly confidential and you shall not disclose it to any third party without the prior written permission of IBC. The Information received hereunder shall not be used for any purpose other than the Purpose without the prior written permission of IBC.
4. Subject to the foregoing, the Company shall restrict access to Information received from IBC to only those of its personnel to whom such access is necessary for carrying out the Purpose and such personnel shall agree to abide by the obligations assumed herein. The Company shall be liable to IBC for any breach by its employees of such obligations.
5. The foregoing obligations shall not apply, or shall cease to apply, to any Information which:
 - a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Company; or
 - b) was known to you and obtained lawfully by you, prior to disclosure by IBC as proved by your written records; or
 - c) is disclosed to you by a third party without a duty of confidentiality to such party, IBC, the ICC and/or its group companies; or
 - d) is required to be disclosed by the rules of any competent listing authority or stock exchange or regulatory authority or by court order or operation of law.Unless you are prohibited from doing so, you will give IBC reasonable prior written notice if you are required to disclose Information and, where reasonably practicable, you will give IBC the opportunity to object to or to limit such disclosure.
6. The Company shall take all reasonable precautions to protect Information from being disclosed to any third party. The Company shall not use a lower degree of care in safeguarding the Information than it uses for its own information of like sensitivity and importance and shall in no event use less than a reasonable degree of care and upon discovery of any unauthorised disclosure of Information in its possession the Company shall use its best endeavours to prevent any further disclosure or unauthorised use thereof.
7. IBC makes no representation or warranty with respect to any Information disclosed by it, and neither IBC nor any of its representatives shall have any liability hereunder with respect to the accuracy or completeness of any Information disclosed.

8. No licence under any trade mark, patent, copyright or any other intellectual property right is either granted or implied by the conveying of Information to you. None of the Information which may be disclosed or exchanged by IBC shall constitute any representation, warranty, assurance, guarantee or other inducement by IBC to the Company of any kind, and, in particular, with respect to the non-infringement of trade marks, patents, copyrights or any other intellectual property rights, or other rights of third parties.
9. The Company agrees to protect, indemnify and save IBC harmless from and against any and all damage, claims, suits, actions, judgments and costs and expenses whatsoever (including reasonable legal fees) arising out of, or in any way connected with, a breach of this Agreement by the Company.
10. The Company acknowledges that damages alone may not be an adequate remedy for a breach of this Agreement and that IBC may be entitled to specific performance and/or injunctive relief and to any other remedy to which a party may be entitled to in law or in equity.
11. The failure of IBC to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of any such rights. If any provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected.
12. All material embodying Information or relevant or related thereto, whether or not supplied by IBC, shall be returned or destroyed promptly upon the written request of IBC and you shall notify IBC as soon as reasonably practicable when this request has been complied with.
13. This Agreement does not create any agency or partnership relationship. This Agreement is not assignable or transferable by either party without the prior written consent of the other party.
14. This Agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements between them. Amendments to this Agreement may only be made in writing and signed by you or another duly authorised signatory on behalf of the Company and by a duly authorised signatory of IBC.
15. This Agreement and any dispute or claim arising out of or in connection with this Agreement (including, without limitation, any dispute or claim relating to non-contractual obligations) will be governed by and interpreted in accordance with English law. Any dispute (including, without limitation, any non-contractual dispute or claim) arising from or in connection with this Agreement will be submitted to the non-exclusive jurisdiction of the English courts.

Please countersign and date below by way of acceptance of the terms and conditions set out above which you confirm constitute a legally binding agreement between the Company and IBC and return the duplicate copy of this letter to me.

Yours sincerely,

[not signed as sent electronically]

Prabhakaran Thanraj
VP Commercial and Operations
ICC Business Corporation FZ LLC

Accepted as an authorised signatory for and on behalf of:

Company Name: _____

Registered Address: _____

Signed: _____

Name: _____

Date: _____