TO: Managing Director,

CRDB Bank Plc,

P. O. Box 268,

Dar es Salaam.

**RE: LETTER OF UNDERTAKING ON CONFIDENTIALITY.**

1. I………………………………..Director/MD/CEO/Sole Proprietor of……………………, the legal person registered in accordance with the laws of……………………………… of P.O. Box………….,………………………… hereby irrevocably undertakes on behalf of the said legal person as follows:
   1. All confidential Information that will be given by CRDB during tendering process will treat and keep the same as secret and confidential and will not, without the CRDB’s written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of tendering.
   2. To only use the Confidential Information for the sole purpose of complying with its obligations under tendering processes.
   3. Notwithstanding the undertaking, we may only disclose Confidential Information:
      1. to our Agents who strictly need to know the Confidential Information for the sole purpose of tendering or reply to Request for proposaland shall ensure that such Agents are made aware prior to the disclosure of the Confidential Information that the same is confidential and that they owe a duty of confidentiality to CRDB on the same terms as contained in this undertaking. We shall at all times remain liable for any actions of such Agents that would constitute a breach of this undertaking; or
   4. To the extent required by law or the rules of any applicable regulatory authority, subject to promptly notify CRDB so that the CRDB may have an opportunity to prevent the disclosure through appropriate legal means and we shall co-operate with the CRDB regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
   5. If any Confidential Information is copied, disclosed or used otherwise than as permitted under this undertaking then, upon becoming aware of the same, without prejudice to any rights or remedies of CRDB, we shall as soon as practicable notify CRDB of such event and, if requested by CRDB, take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

For the Purposes of this undertaking **Confidential Information** means information relating to CRDB and/or the business carried on or proposed or intended to be carried on by CRDB and which is made available in connection with this Undertaking to us (the “Receiving Party”) (or our Agents) by CRDB (or its Agents) but excluding information which: -

1. is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this undertaking); or
2. was lawfully in the possession of the Receiving Party or its Agents free of any restriction as to its use or disclosure prior to its being so disclosed; or
3. following such disclosure, becomes available to the Receiving Party or its Agents from a source other than CRDB (or its Agents), which source is not bound by any duty of confidentiality owed, directly or indirectly, to CRDB in relation to such information;

Signed and Stamped/Sealed on behalf of the Said………………………………………

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_