

## **CONFIDENTIALITY AGREEMENT**

This **CONFIDENTIALITY AGREEMENT** (this "Agreement") is entered into as of ..... 2020, by and between (i) Société Tunisienne de Banque (STB) with its registered address at Rue Hédi Nouira, 1001 Tunis, Tunisia ("Discloser"); and (ii) ....., with its registered office located ..... ("Recipient"). Disclosers and Recipient are together referred to in this Agreement as "parties" and individually as a "party".

**WHEREAS**, Disclosers intend to disclose certain Confidential Information (as defined below) to Recipient in connection with the sale of their stake in the Real Estate company Immobilière de L'Avenue (the "Transaction"); and

**WHEREAS**, Disclosers wish to ensure that Recipient will maintain the confidentiality of all Confidential Information as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **1. CONFIDENTIALITY**

1.1 Recipient shall treat as confidential, non-public and proprietary any and all data and other information obtained from or on behalf of Disclosers and its affiliates, whether received prior or subsequent to the execution of this Agreement, and whether or not so designated or marked, including information transmitted through any means whatsoever, whether oral, written or otherwise recorded ("Confidential Information").

1.2 Recipient shall not disclose any Confidential Information to any third party without prior written consent of Disclosers, except to its officers or other employees, agents or advisors (collectively, "Representatives") that have (a) a need-to-know such Confidential Information for the purpose of the Transaction, and (b) agree to keep the Confidential Information confidential in accordance with the terms hereof and to observe the other terms of this Agreement. This Agreement shall apply to any of Recipient's Representatives as if they were direct parties hereto and Recipient shall be responsible for any breach of this Agreement by any of its Representatives.

1.3 Recipient shall not use any Confidential Information otherwise than directly in furtherance and for purposes of evaluating the Transaction and shall ensure that Confidential Information is treated with the same degree of care as Recipient would apply in connection with its own proprietary and confidential information and materials.

1.4 In any event where disclosure of Confidential Information is required of Recipient by law or governmental regulation of a relevant jurisdiction, Recipient immediately shall give Disclosers written notice of such requirement and consult with Disclosers in advance of disclosure as to the form, nature and purpose of such disclosure (to the extent legally permissible), and in any event will give to Disclosers copies of any disclosure immediately upon releasing the same (or as soon thereafter as is legally permissible).

1.5 Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by Recipient or any of its Representatives in breach of this Agreement, (ii) Recipient rightfully obtained or obtains on a non-confidential basis from a third party that had or has the right to transfer or disclose such information at the time the information was or is obtained, or (iii) Recipient can demonstrate was independently developed by Recipient without reference to, incorporation of, or other use of any Confidential

Information or other information from a source that is bound by an obligation of confidentiality

1.6 For the purpose of Clause 1.5 specific information disclosed by Disclosers to Recipient shall not be deemed to be generally available to the public or to be in the prior possession of Recipient by virtue of the fact that the information is known to a few people to whom the information may be of commercial interest, or merely because it is embraced by more general information in the public domain or by more general information thereafter acquired by Recipient. Additionally, where

various individual elements, components or parts of the knowledge or information are public knowledge then it shall not mean that the knowledge or information relating to the Transaction as a whole is also public knowledge.

2. **NO TRANSACTION**

Nothing in this Agreement shall impose any obligation on Disclosers to enter into any definitive Agreement regarding the Transaction.

3. **RETURN OF INFORMATION/DOCUMENTS**

All Confidential Information provided to Recipient shall remain the property of Disclosers and Disclosers may demand the return thereof at any time, for any reason, upon giving written notice to Recipient. Within five (5) business days of receipt of such notice, Recipient shall return all of the original Confidential Information and shall destroy, or cause the destruction, of all copies and reproductions, summaries, analysis or other reports (both written and electronic) in its possession and in the possession of its Representatives, with no copies retained. The Recipient shall certify to Disclosers in writing that all such material has been so destroyed or delivered in compliance herewith.

4. **INDEMNITY**

4.1 Recipient shall indemnify and hold harmless Disclosers and its Representatives against any and all claims, losses, damages, costs or expenses arising out of or in connection with Recipient's (for avoidance of doubt, including without limitation Recipient's Representatives) failure to abide by its obligations, or negligence or other wrongful actions or omissions, with respect (or in any way related to) this Agreement, including without limitation any governmental action or proceeding arising out of such conduct.

4.2 It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement and Disclosers shall be entitled to an injunction or injunctions (without the proof of actual damages) to prevent breaches or threatened breaches of this Agreement and to compel specific performance of this Agreement, without prejudice to any other rights or remedies available to Disclosers at law or in equity.

5. **PUBLICITY**

Notwithstanding any other provision of this Agreement, Recipient acknowledges and agrees that it will not make reference publicly to Disclosers or any of its affiliates, including without limitation in any promotional materials, media or similar circumstances, without Disclosers prior written consent.

6. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties concerning the subject matter hereof. No modification to this Agreement or waiver of the terms and conditions hereof shall be binding upon either party, unless approved in writing by each party. Any assignment of this Agreement by either party without the prior written consent of the other shall be void.

7. **GOVERNING LAW/JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Tunis. The parties agree that any and all disputes arising out of the terms of this Agreement, their interpretation and any of the matters herein released (a "Dispute"), without prejudice to the parties' rights to seek interim legal remedies such as injunctions, shall be finally settled under the Rules of the Tunisian Court.

**8. DURATION OF THIS AGREEMENT**

This Agreement shall be binding upon and inure to the benefit of the parties and their direct and indirect successors and assigns as of the date first written above and will continue in full force and effect for a period of two (2) years from the date hereof.

**AGREED AND EFFECTIVE**, as of the date first above written.

**SOCIETE TUNISIENNE DE BANQUE**

By:

\_\_\_\_\_

Name: Mrs. Hanen Haj Salah

Title: Investment Director at the Société Tunisienne de Banque

**NAME OF RECIPIENT:**

By:

\_\_\_\_\_

Name:

Title:



## CESSION DE 99,9% DES ACTIONS L'IMMOBILIERE DE L'AVENUE BLOC

### FICHE DE PRESENTATION

*Le signataire de la fiche de présentation ci-dessous atteste sur l'honneur de la véracité, de l'exactitude et de l'exhaustivité des informations présentées.*

*A défaut, le cédant se réserve le droit de rejeter à tout moment la candidature de l'investisseur dans le processus de cession du bloc d'actions.*

*En cas de non-respect par les investisseurs potentiels des règles d'ordre public et de la réglementation en vigueur, l'Etat se réserve le droit de ne pas retenir leurs candidatures, et ce à tout moment du processus de cession du bloc d'actions*

#### **I- Identification de l'investisseur :**

##### ***Personnes morales :***

- Dénomination sociale : .....
- Nom & Prénom du représentant légal : .....
- Fonction dans l'entreprise : .....
- Registre du commerce (ou autre identifiant)-joindre copie : .....
- Forme juridique de la société : .....
- Siège social : .....
- Nationalité : .....

##### ***Personnes physiques :***

- Nom & Prénom du soumissionnaire : .....
- Numéro de passeport ou de CIN : .....
- Adresse : .....
- Nationalité : .....

##### ***Agissant pour compte :***

- Dénomination sociale : .....
- Siège social : .....
- Nationalité : .....
- Registre du commerce (ou autre identifiant) : .....



**Membres du groupement (s'il y a lieu) :**

- Dénomination sociale des participants au groupement (si les membres du groupement sont des personnes physiques, merci de le mentionner) :
  - Société 1 : .....
  - Société 2 : .....
  - Société 3 : .....

*(à noter qu'une fiche de présentation doit être présentée individuellement par chaque membre du groupement)*

**II- Informations sur la société ( ou la personne physique):**

- Domaine d'activité principal : .....
- Société mère/holding (en cas de groupe) : .....
- Principaux domaines d'activité du groupe (s'il y a lieu) : .....
- Principaux actionnaires :

Nom	% de participation	Actionnaire de référence	Nationalité
•	•	•	•
•	•	•	•
•	•	•	•

- Chiffre d'affaires des 3 dernières années 2017-2018- 2019 (chiffre d'affaires consolidé en cas de groupe de sociétés) :  
.....
- Total actif : .....
- Total endettement : .....
- Expérience dans le domaine de la promotion immobilière :  
.....