

Personal data. If personal data is shared, follow the Personal Data Protection Law in Saudi Arabia, supervised by the Saudi Data and AI Authority (SDAIA), or the UAE Personal Data Protection Law (Federal Decree-Law No. 45 of 2021). This note states that those laws exist and names the Saudi regulator. It does not summarise their duties. [1][2] See also [personal data protection](#) and the [GCC data-protection guide](#).

➔ **SDAIA – Personal Data Protection Law:** <https://dgp.sdaia.gov.sa/wps/portal/pdp/home>

➔ **UAE data protection laws:** <https://u.ae/en/about-the-uae/digital-uae/data/data-protection-laws>

Non-disclosure agreement

A GCC-wide confidentiality agreement, mutual or one-way. Delete the option that doesn't apply. It is not a substitute for an employee's post-termination covenant. Replace every **[placeholder]**.

1. Parties

This agreement is made on **[date]** between **[Party A: name, ID/CR, address]** and **[Party B: name, ID/CR, address]**.

Option A (mutual): each party may disclose confidential information to the other, and each is then a discloser and a recipient.

Option B (one-way): **[Discloser]** discloses confidential information to **[Recipient]**. Only the Recipient is bound by clauses 5 to 8.

2. Purpose

The parties are evaluating **[the proposed transaction/project]** (the "Purpose").

3. Confidential information

"Confidential Information" means all non-public information disclosed in any form for the Purpose, including **[examples: financial information, customer lists, technical data, the existence of the discussions]**.

4. Exclusions

Confidential Information does not include information that is public through no breach of this agreement, already lawfully known to the recipient, independently developed by the recipient, or lawfully received from a third party who is not bound by a duty of confidence.

5. Obligations

The recipient uses Confidential Information only for the Purpose, protects it with reasonable care, and discloses it only to personnel and advisers who need to know it and are bound by confidentiality obligations no less strict than these.

6. Legally required disclosure

The recipient may disclose Confidential Information to the extent required by law or a competent authority, and gives the discloser prompt notice where the law allows it.

7. Personal data

If the information includes personal data, each party complies with the applicable personal-data law.

8. Return or destruction

On the discloser's written request, or when this agreement ends, the recipient returns or destroys the Confidential Information, and confirms in writing that it has done so, except for one copy its advisers may keep where the law requires.

9. Term

This agreement lasts [●] years from the date above. The duty of confidence continues for [●] years after it ends. Information that is a trade secret is protected for as long as it remains secret.

10. No licence and no obligation to proceed

Nothing in this agreement grants a licence in the Confidential Information, and neither party is obliged to proceed with the Purpose or to disclose any particular information.

11. Remedies

Option: the party in breach pays [●] as an agreed penalty.

Each party may seek interim relief from the competent court.

12. Governing law, disputes, language and signatures

This agreement is governed by the laws of [country]. Disputes go to [the courts of ● / arbitration under ●]. It is made in Arabic and English, and the Arabic text prevails. Signed in two copies.

Party A: name [●] · signature [●] · date [●]

Party B: name [●] · signature [●] · date [●]

Employees

Don't use this NDA as an employee's post-termination covenant. Use the employment contract template, and keep the covenant inside the statutory limits.

Country	Limit
Saudi Arabia	A confidentiality or non-compete covenant must be written and limited in time, place and type of work, and may not exceed two years after the relationship ends (Labor Law, Art. 83). [3]
UAE	A non-compete must be limited in time, place and type of work, and may not exceed two years after the contract ends (Art. 10). [4]
Where to put the clause	In the employment contract template , not in this NDA.

About this template

This is a template, not legal advice. It does not create a lawyer–client relationship. Court rules, regulator guidance and laws change; check the official sources linked and have the contract reviewed by qualified counsel in each relevant jurisdiction. Last reviewed: 17 October 2026. Have it reviewed by a lawyer licensed in your jurisdiction before use. Where an official form or platform is mandatory, it prevails.

How we prepared this template: we drafted it from the official legislation and government platforms listed under Sources, and checked each legal statement against the official text on the review date. Where an official form or platform exists, we link to it and you should use it. Laws change; check the sources before use and have the final text reviewed by a licensed lawyer.

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Sources

- [1] Saudi Data and AI Authority (SDAIA), Personal Data Protection Law portal <https://dgp.sdaia.gov.sa/wps/portal/pdp/home>
- [2] UAE Government portal (u.ae), Data protection laws <https://u.ae/en/about-the-uae/digital-uae/data/data-protection-laws>
- [3] HRSD, Labor Law (Royal Decree No. M/51 of 23/8/1426H), consolidated text with amendments up to Royal Decree No. M/44 of 8/2/1446H (PDF) <https://www.hrsd.gov.sa/sites/default/files/2025-11/labor-law.pdf>
- [4] UAE Government portal (u.ae), Employment contracts: duration and models in the private sector <https://u.ae/en/information-and-services/jobs/Sector-of-employment/employment-in-the-private-sector/employment-contracts-duration-and-models-in-the-private-sector>
- [5] Saudi Authority for Intellectual Property (SAIP) <https://www.saip.gov.sa/>
- [6] UAE Legislation, Federal Decree-Law No. 25 of 2025 (Civil Transactions Law) <https://uaelegislation.gov.ae/en/legislations/4011>
- [7] UAE Government portal (u.ae), Where to find the UAE's federal laws <https://u.ae/en/information-and-services/justice-safety-and-the-law/Law/how-are-uae-laws-issued-and-how-to-find-them/where-to-find-uae-federal-laws>