**CONFIDENTIALITY AGREEMENT**

The Parties to this Agreement are:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

P.O. Box \_\_\_\_\_\_\_, Dubai, UAE

AND

**\_\_\_\_\_\_\_\_\_\_ PTE.LTD.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Singapore (\_\_\_\_\_\_\_)

hereinafter collectively referred to as, “the Parties.”

**WHEREAS,** the Parties and/or its affiliates wish to engage in certain discussions and arrangements ("**Discussions**") relating to business opportunities and related matters ("**Opportunity**") and acknowledge that certain confidential and proprietary information must be exchanged in order to conduct such Discussions;

**WHEREAS**, the Parties and/or its affiliates are prepared to hold private and confidential all such information; and

**WHEREAS**, each of the Parties and/or its affiliates acknowledges that, for the purpose of and as part of the Discussions, they may each need to introduce the other to their clients, business relationships, financing sources or other contacts (and/or related persons or entities of any of the foregoing) (together and separately, "**Contacts**");

**NOW THEREFORE**, in consideration of the promises made to each other in this Agreement, the Parties hereby agree to the following:

1. In this Agreement, "Confidential Information" means: (i) the existence and content of this Agreement; and (ii) the occurrence and subject matter of the Discussions; and (ii) all information of whatever nature and in whatever form which is provided by one Party and/or its affiliates ("**disclosing Party**") to another Party and/or its affiliates ("**receiving Party**") for the purpose of the Discussions (including the identities of any Contacts) that is in any way related to the subject or conduct of the Discussions) except for information:
   1. that is now or which becomes public knowledge through no fault of the Receiving Party; or
   2. that is properly provided to the Receiving Party without restriction by an independent third party; or
   3. that the Receiving Party can show by its written records was already in its possession at the time of receipt of the information from the Disclosing Party.
2. The Receiving Party must use the Confidential Information solely for the purpose of engaging in the Discussions and evaluating the Opportunity ("**Purpose**").
3. The Receiving Party will not, without the prior written consent of the Disclosing Party, divulge, publish, disseminate, communicate or otherwise disclose any Confidential Information to any person except:
   1. to those of its officers and employees to whom such disclosure is strictly necessary for the Purpose; and
   2. to its outside legal counsel, auditors and financial advisors and its Board of Directors, and;
   3. when required by law.
4. The Receiving Party must keep the Confidential Information secret and ensure that it is protected with at least the degree of care and the security measures that the Receiving Party would apply to its own confidential information.
5. The Parties hereby agree that they shall not, directly or indirectly 1) interfere with, contact, circumvent or attempt to circumvent, avoid, bypass, or obviate each other's interest in the Opportunity or any future Opportunities; 2) change, increase or avoid directly or indirectly, payment of established or to be established fees, commissions in relation to the Opportunity or any future Opportunities; 3) initiate buy/sell relationships, or transactional relationships that by-pass one of the Parties with any individual, corporation, partnership, legal entity or juridical person revealed or introduced by one of the Parties to the other in connection with the Opportunity or any future Opportunities.
6. The Parties warrant that the content of this Agreement has been communicated to each person who is given access to Confidential Information and each of those persons has consented to be bound by the terms of this Agreement as if they were a party to it.
7. Upon termination or expiration of this Agreement, a Receiving Party will, at the request of the Disclosing Party: (i) destroy all hard copies of Confidential Information in its possession, custody or control; or (ii) return to the Disclosing Party all hard copies of Confidential Information in its possession, custody or control; and (ii) where Confidential Information is in electronic form, expunge such Confidential Information from its systems except for any Confidential Information that is contained on media or retained for back-up purposes.
8. This Agreement shall be subject to and interpreted in accordance with English law.
9. The term of this Agreementis for a period of five years from the signing date of this Agreement. The terms of this Agreement shall include any and all initial Opportunities, regardless of success, as well as subsequent follow up, repeat, extended or renegotiated Opportunities.
10. The signatories hereby acknowledge that they are authorized to commit themselves and/or their Company(ies) and/or trusts to the terms of this Agreement and do attest that there are no other agreements, contracts, understandings, or otherwise; either written or oral, that can render this Agreement unenforceable.
11. This Agreement is the entire agreement of the Parties; there shall be no modifications unless agreed to in writing by both Parties. The provisions shall inure to the benefit of and shall be binding on the Parties, their heirs, personal representatives, successors, or assigns.
12. This Agreement may be executed in counterparts and exchanged among signing Parties by email or facsimile (fax) transmission and such transmission is acknowledged as an original and therefore binding and enforceable.

**IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HAND.**

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Name:  Position:  Date: | |  | | --- | | Name: | | Position:  Date: | |

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