

CONFIDENTIALITY AGREEMENT

This Agreement is made inon this..... of.....20...

BETWEEN:

....., a company existing under the laws of
operating in United Arab Emirates(hereinafter to be referred
to as the "**Disclosing Party**"), and

.....with office address
at..... ("**Receiving Party**")

The Disclosing Party is disclosing Confidential Information to the Receiving Party for the purpose of
evaluating possibility of concluding
"....."

TERMS



S.S. LEGAL CONSULTANTS

The Disclosing Party agrees that Confidential Information disclosed to the Receiving Party shall be used only for the Business Purpose. The Receiving Party agrees and undertakes not to disclose Confidential Information to any person, firm, corporation, association, or other entity without the express written consent of the Disclosing Party.

The Receiving Party shall not disclose Confidential Information from the Disclosing Party to the officers, employees and agents of the Receiving Party on a need to know basis and shall not, as expressly provided in this Agreement, disclose Confidential Information to any other persons. The Parties agree that they shall not, in any other manner whatsoever use Confidential Information disclosed to the Receiving Party other than for the Business Purpose, without the express written consent of the Disclosing Party.

Agreement and supersedes all prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included. The Agreement shall be carried out as nearly as possible according to its original intent.

9. Judicial Relief

The Receiving Party acknowledges that the performance of this Agreement is necessary to protect the Disclosing Party's confidential information. The Receiving Party further acknowledges that any unauthorized use or disclosure of confidential information by the Receiving Party or any other entity in breach of this Agreement shall constitute a material breach of the Agreement. The Disclosing Party shall be entitled to all remedies to which it may be entitled.

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S.S. LEGAL CONSULTANTS

IN WITNESS

Agreement as of this

RECEIVING PARTY

By:
Name:
Title:.....

Signed in the Presence of:

.....