

MUTUAL CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

This Mutual Confidentiality and Non-Circumvention Agreement (the "Agreement") is made the Xth day of XXXX 2007,

BETWEEN:

ME MERCHANTS DMCC, Level 41, Emirates Towers, Shiekh Zayed Road, Dubai, UAE, POX 31303 (hereinafter referred to as "The First Party"); and

YOUR COMPANY DETAILS (hereinafter referred to as "The Second Party")

(ME Merchants DMCC and **YOUR COMPANY DETAILS** are jointly referred to as the "Parties" and individually as a "Party")

RECITALS

WHEREAS, The Second Party has expressed interest (and confirms such interest by executing this Agreement) to the First Party in consideration of prospective business development activities, undertakings and potential transactions (the "Transactions"), for which either the First or Second Party have been authorised (the "Mandates") by Sovereign Governments, Corporations and/or Entrepreneurs to discuss such Transaction(s), and in connection with which the Second Party has requested, and in the future may from time to time request from the First Party certain oral, electronic and written information and may also provide the same to the First Party regarding these Transaction(s), (such information to be hereinafter referred to collectively as the "Confidential Information"); and

WHEREAS, the Parties desire to facilitate the free exchange of Confidential Information between the Parties, but not withstanding any pre-existing confidentiality clauses contain within any of the Parties current client contracts or terms of reference;

NOW THEREFORE, in consideration of each Party furnishing to the other Confidential Information, the Parties agree as follows:

1. Duty of Confidentiality. The Confidential Information will be used, by the Party receiving such Confidential Information (the "Recipient") solely for the purpose of evaluating the Transaction(s). The Confidential Information shall not be used in any way directly or indirectly detrimental to the Party disclosing such Confidential Information (the "Disclosing Party"). It is expressly understood that the Confidential Information constitutes trade secrets and is proprietary to the Disclosing Party. Such information will be kept confidential using a standard of care no less than a degree of care that a Recipient would reasonably expected to employ for his own similar confidential information, except that the Recipient may disclose the Confidential Information to those of its directors, officers, employees, agents and principals who need to know such information for the purpose of evaluating the Transaction (s) and, with the consent of the Disclosing Party, to interested third parties provided that said third parties undertake obligations of confidentiality and non-circumvention in accordance to those contained herein. The Recipient shall, prior to disclosing the Information its directors, employees, agents and principals, issue appropriate instructions to them to satisfy its obligations herein and obtain their written agreement to receive and use the Information on a confidential basis

on the same conditions as contained in this Agreement and shall not be liable for any breach of this Agreement by its directors, employees, agents and principals.

2. Definitions. The term "Confidential Information" does not include any information which (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by the Recipient or its agents), (ii) was available to the undersigned on a non-confidential basis from any source other than the Disclosing Party or its agents and advisors, provided that such source is not also bound by a confidentiality agreement with the Disclosing Party, (iii) has been independently acquired or developed by the Recipient without violating any of the recipient's obligations under this agreement, (iv) which the Recipient can establish, by documented and competent evidence, was in its possession prior to the date of disclosure of such Information by the Disclosure; or (v) any information which the Recipient is by Law required to disclose.

3. Return of Confidential Information. If requested by the Disclosing Party, the Recipient will immediately return to the Disclosing Party all copies of the Confidential Information in the Recipient's possession or control, and the Recipient will destroy all copies of any analyses, compilations, studies, or other documents prepared by or for the Recipient's use containing or reflecting any Confidential Information.

4. No Circumvention. It is expressly agreed that the identities of governmental authorities, corporations departments and or entrepreneurs and any other relevant third parties constitute Confidential Information. Neither one of the Parties or any associated company, entity or individual, shall enter into a Transaction, directly, or indirectly, with any third party identified or introduced by the other Party without the prior written consent of that Party.

5. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when it shall have been delivered by facsimile transmission to the Party to which it is required to be given, at such Party's address set out below, or at such other address as the Party shall have specified in writing to the Party giving such notice.

For the First Party: ME Merchants DMCC
Level 41,
Emirates Towers
Shiekh Zayed Road,
Dubai,
UAE
PO BOX 31303
Tel: +971 (0) 4 319 9081
Fax: +971 (0) 4 330 3365

For the Second Party: COMPANY DETAILS

6. Representations and Warranties. Each Party hereto represents and warrants that it is duly organised and validly existing under the laws of the jurisdiction of its incorporation, with full authority under those laws and its organizational documents to enter into binding agreements such as this Agreement and to undertake the obligations set forth herein.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws and courts of Dubai, U.A.E.
8. Arbitration. If any dispute or claim arises between the Parties out of, regarding or in connection with this Agreement (including any question regarding the existence, scope, validity or termination of this Agreement or this arbitration provision), the application of this Agreement, or any right or obligation arising under this Agreement, the dispute or claim shall be finally resolved by arbitration in accordance with the provisions set forth in the Rules of International Commercial Conciliation and Arbitration and by a tribunal of three (3) arbitrators who shall be nominated and summoned under the procedure and rules of the Regulations. The place of Arbitration shall be Dubai, U.A.E.

The arbitration award shall be final, non-appealable and binding on the Parties. The Parties renounce any right of recourse to the courts on a point of law, any right of appeal to the courts of any interlocutor or final judgment or award, or any right to challenge enforcement of any grounds of the domestic public policy of the enforcing tribunal.

The Party shall indemnify and save harmless the other Party from all damages, losses, expenses and costs whatsoever resulting from the breach of this Agreement by the offending Party.

9. Miscellaneous. The Agreement binds and benefits both parties, their heirs, successors, and assigns. This Agreement constitutes the entire agreement between the Parties as to the subject matter thereof. If any provision of this Agreement is judicially determined to be invalid, all other provisions of the Agreement are severable and shall remain fully enforceable. This Agreement can not be modified, without the prior and written consent of both Parties.
10. Recitals. The Recitals set out at the beginning of this Agreement shall form an integral part of this Agreement and shall be binding on the Parties.
11. Expiration; Termination. (a) This Agreement shall be for a term of Five (5) years from the date first written above. The parties shall review the requirement for an extension of this Agreement eighteen (18) months from the date that the Agreement is signed, unless terminated in accordance with the provisions of clause 10 (i) of this Agreement, or by thirty (30) days' notice before the end of any term
12. Effects of Termination. Subject to clause 10 hereof, either Party may at its respective option terminate this Agreement, effective immediately upon written notice to the other party upon the occurrence of any one of the following events of default:
 - (i) if a Party ceases to carry on business in the ordinary course;
 - (ii) if a Party makes an assignment for the benefit of creditors, or is declared bankrupt or insolvent, or makes a proposal to creditors or if a custodian or receiver or receiver and manager is appointed in respect of its business or a substantial portion thereof;
 - (iii) if a Party breaches any of the material terms of this Agreement and such breach is not cured within thirty (30) days of receipt of written notice thereof to the other Party.

In the event of termination of this Agreement, each Party shall return to the other Party all documents and information of the other Party and all copies thereof in the possession or under the control of the Party/its representatives.

In the event of expiry or termination of this Agreement Clause 4, shall survive this Agreement for a period of 3 years. If this does occur the Party shall have the right to seek injunctive relief and seek damages for a material breach of the terms and conditions of this Agreement.

Any waiver by either Party of a breach of any provision of this Agreement shall not, unless the terms of the waiver expressly provide otherwise, be considered as a waiver of any continuing or subsequent breach of such provision or a modification of that provision.

The rights to terminate this Agreement given by this clause shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

This Agreement may be executed in any number of counterparts, each of which, when executed shall be an original, and all the counterparts shall together constitute one and the same instrument. Time is of the essence of this contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed by duly authorised officers the day and date first above written.

For: ME Merchants DMCC

By: _____
Name: Mr.
Title:

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(_____
(Witness
(Name:

For:

By: _____
Name:

(
(_____
(Witness
(Name: