

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on _____ 2009 (the "Effective Date") by and among:

(1) _____, a _____ National with passport number _____;

AND

(2) **HARBOUR INVESTMENT HOLDING WLL**, a Bahraini company established with licence number 71412-1.

1. The Parties desire to exchange certain confidential and proprietary information for the limited purpose of allowing the Parties to evaluate their interest in entering a mutual business venture relating to:

(the "**Business Purpose**").

2. In consideration of the agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which each Party hereby acknowledges, the Parties hereby agree that:
 - a. Each of the Parties (each a "**Disclosing Party**" in respect of information which they have provided) is prepared to make available to the other Party (the "**Receiving Party**" in respect of information received from a Disclosing Party), in accordance with the terms of this Confidentiality Agreement ("**the Agreement**"), certain information with regard to themselves, their corporate groups/interests, related parties, their business and financial activities and/or the Business Purpose.
 - b. Any such information so provided to the Receiving Party, whether written or oral, together with documents, memoranda, notes and other writings prepared by the Receiving Party or any of its officers, employees, directors or agents incorporating such information, whether or not marked or identified as confidential, and together with this Agreement and the existence of discussions with the Receiving Party, shall be collectively referred to herein as the "**Confidential Information**".

- c. The Receiving Party shall cause all of its advisors, employees, agents, subsidiaries and associates to abide by the confidentiality restrictions relating to the Confidential Information contained in this Agreement. Furthermore, any reproduction of any Confidential Information by the Receiving Party shall contain any and all confidential and proprietary notices and legends which appear on or in such Confidential Information as provided by the Disclosing Party.
 - d. If any of the following apply to any information, such information shall not be considered Confidential Information:
 - i. It is or becomes available to the public through no wrongful act of the Receiving Party;
 - ii. It is already in the possession of the Receiving Party and not subject to any agreement of confidence between the Parties;
 - iii. It is received by the Receiving Party from a third party without any restriction known to the Receiving Party, after reasonable inquiry, for the benefit of the Disclosing Party;
 - iv. Its is independently developed by the Receiving Party; or
 - v. It is ordered to be disclosed by a competent court of law, governmental body, any self regulatory organization, any regulated investment exchange or any body that is responsible for establishing and enforcing professional codes and standards, provided that the Receiving Party will first have provided the Disclosing Party with prompt written notice of such required disclosure and co-operate with and assist the Disclosing Party, at the Disclosing Party's expense in seeking a protective order or other similar assurance with respect to the confidentiality of the information required to be disclosed.
3. _____ and parties related to him shall during the term of this Agreement not enter into any discussions or negotiations with _____ or other parties connected with _____ and may not engage other parties in discussions relating to the Business Purpose for the period of 180 days from the date hereof nor reveal the fact that it is in discussions relating to the Business Purpose without the prior written consent of Harbour Investment Holding WLL.
4. If these discussions do not result in a formal agreement relating to the Business Purpose each Party will return to the other all Confidential Information disclosed hereunder or where such is not possible, including the holding of electronic copies of documents or emails relating to the Discussions, these shall be destroyed forthwith on termination of this Agreement.

Standard of Care

5. Each Party agrees that it shall protect the Confidential Information of the other Party using the highest degree of care that such Party applies to its own proprietary, secret

Termination and Survival

6. This Agreement shall continue until the first to occur of the following events:
 - a. After the expiry of 45 calendar days from the date hereof; or
 - b. Another agreement in writing entered into by both Parties to supersede this agreement or extend the term hereof.
7. Following termination of this Agreement (unless superseded with a definitive agreement) the Parties shall remain bound to maintain the confidentiality of all Confidential Information acquired hereunder for a period of 360 days from termination.

Representations

8. Each Party represents and warrants to the other that:
 - a. It is an individual or corporation duly organized and validly existing in the jurisdiction of its incorporation;
 - b. It has full power and authority to enter into this Agreement; and
 - c. This agreement when executed will become a legal, valid and binding obligation of each Party, enforceable against it in accordance with its terms and conditions, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to the rights of creditors generally.

Miscellaneous

9. This Agreement does not reflect, suggest or indicate any matter in relation to the potential success or likelihood of the Business Purpose or any venture taking place between the Parties.
10. Neither Party may assign or otherwise transfer this Agreement, or any of its rights and obligations hereunder, to any third party without the prior consent of the other party; any such unauthorized assignment or other transfer shall be null and void. This agreement shall be governed by the laws of England, without reference to its conflict of laws, rules or principles and the Parties agree to accept the non-exclusive jurisdiction of the courts of England.
11. This Agreement is without prejudice to all confidentiality rights implied by law. In the event of a conflict between the express provisions of this Agreement and such implied rights, the express provisions will prevail.
12. This Agreement may be entered into in counterparts.

13. Each Party agrees that it shall not make any public announcements about the existence or performance of this Agreement, the discussions regarding such arrangement or Agreement or any other matter relating to the Business Purpose, whether in the form of press release or otherwise, without first consulting with the other Party and obtaining the other Party's prior written consent.
14. Each Party agrees that it shall not disclose to any third party the fact that it is in discussions with the other Party with respect to the Business Purpose or for any other reason without the prior written consent of such other Party.
15. Each Receiving Party hereby acknowledges that it has no proprietary interest in and to the Confidential Information of the Disclosing Party and the disclosure of such Confidential Information shall not be deemed to confer any rights to, or licenses to use, any of the Confidential Information on or to the Receiving Party. In addition, neither Party may use the name, logo, trademarks or service marks of the other Party in any manner whatsoever without the express prior written consent of the other Party.
16. This Agreement may not be modified except in writing signed by both Parties.

We confirm our agreement as set out above as of the date indicated:
_____ 2009

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Witnessed by:.....

Full name:.....

Address:.....

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**FOR AND ON BEHALF OF
HARBOUR INVESTMENT HOLDING WLL**