

CONFIDENTIAL

CONFIDENTIALITY CONTRACT

Between

TAWAZUN INDUSTRIAL PARK LLC

and



This Confidentiality Contract (the **Contract**) is dated

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BETWEEN:

(1) **TAWAZUN INDUSTRIAL PARK LLC** a limited liability company incorporated in the Emirate of Abu Dhabi, United Arab Emirates (Commercial License No. [insert]) whose principal office is at P.O. Box 136565, Abu Dhabi, United Arab Emirates (**TIP**); and

(2) a company incorporated in whose principal office is at (the **Company**).

WHEREAS:

(A) We are in discussions regarding (the **Proposed Transaction**).

(B) In connection with the Proposed Transaction, we recognise that it may be necessary or desirable to provide each other with certain confidential information. This Contract sets out the terms upon which we agree to provide each other with such information.

IT IS AGREED as follows:

1. INTERPRETATION

1.1. In this Contract:

Authorised Recipients means, in relation to each of us (which includes, in relation to TIP, any Tawazun Company) to the extent that they need access to Information for the purposes of or in connection with evaluating or negotiating the Proposed Transaction, (a) those of our respective officers, employees, advisers, agents and representatives; and (b) officers, employees and partners of each of our advisers, agents and representatives;

Information means, in relation to each of us, information of whatever nature supplied by us to each other or our respective Authorised Recipients, whether orally, in writing or in any other form including electronic form and whether before or after the date of this Contract, in connection with the Proposed Transaction or the affairs of the other party (or, in relation to TIP, the affairs of any Tawazun Company), and including without limitation any information acquired by observation by us or our Authorised Recipients at the offices or premises of the other party relating to the Proposed Transaction or the affairs of the other party or acquired through discussions with employees or management of the other party together with all analyses, memoranda or other documents or information



which contain or reflect or are generated from the information that we supply to each other or that is obtained by us by observation;

Provider means, as the context requires, that one of us who provides Information to the other party or to its respective Authorised Recipients; and

Tawazun Company means any subsidiary or holding or ultimate holding entity of TIP and any other subsidiary or ultimate subsidiary of that ultimate holding entity.

2. DUTY OF CONFIDENTIALITY

2.1. In consideration of the parties' mutual undertaking herein the parties agree:

- (a) we each hold the Information in strict confidence and agree not to disclose, copy, reproduce or distribute any of it for any purpose other than a purpose related to the Proposed Transaction or to any person other than an Authorised Recipient, on condition that the Authorised Recipient agrees not to disclose, copy, reproduce, or distribute it to any person who is not an Authorised Recipient or otherwise without the prior written consent of the Provider of the relevant Information.
- (b) we each protect the Information against loss, damage and unauthorised access, and in the event of becoming aware of any such unauthorised access, agree to immediately inform such to the Provider of the relevant Information.
- (c) we each keep a list of our respective Authorised Recipients to whom Information is given which each of us agrees to make available to the other, on request.
- (d) each of us undertakes with the other that we agree not to, without the prior written consent of the Provider of the relevant Information, use any of the Information for any purpose other than to evaluate, negotiate or otherwise in relation to the Proposed Transaction.

3. EXCEPTIONS

3.1. The above undertakings do not apply to Information which:

- (a) at the time of supply is in the public domain;
- (b) subsequently comes into the public domain, except through breach of the undertakings set out in this Contract;
- (c) is already in the lawful possession of one of us or an Authorised Recipient (as evidenced by written records) prior to its supply by the Provider;



- (d) subsequently comes lawfully into the possession of one of us or an Authorised Recipient from a third party who does not owe the other an obligation of confidence in relation to it; or
- (e) is required to be disclosed by law, regulation or any governmental or competent regulatory authority, as long as and to the extent reasonably practicable the disclosing party supplies a copy of the required disclosure to and consults in advance with the Provider of the relevant Information in order that the Provider may agree on the proposed form, timing, nature and purpose of the disclosure or have the opportunity to contest the disclosure with the relevant authority.

4. ANNOUNCEMENTS

- 4.1. Each of us undertakes with each of the other that we agree not to (and we each agree to ensure our Authorised Representatives do not), without the prior written consent of each other reveal at any time to any person other than an Authorised Recipient or otherwise at any time announce that negotiations are taking place between us or that there has been an exchange of information (including the Company making any reference to negotiations with an entity in the United Arab Emirates relating to the Proposed Transaction) or the status or progress of such negotiations relating to the Proposed Transaction (including providing any information whatsoever relating to the Proposed Transaction).
- 4.2. Notwithstanding the provisions of this Contract, the Company acknowledges that TIP is entitled to make announcements as directed by any governmental entity in the UAE.

5. OBLIGATION TO PROCURE COMPLIANCE

- 5.1. Each of us agrees to ensure that each of our respective Authorised Recipients who receive any Information is aware of and adheres to the terms of this Contract. We each agree to be responsible for any breach of this Contract by any of our respective Authorised Recipients.

6. RETURN/DESTRUCTION OF CONFIDENTIAL INFORMATION

- 6.1. Upon the written request of the Provider or on termination or expiry of this Contract, we agree to the extent practicable to:
 - (a) return to the Provider all documents containing Information (other than analyses, memoranda or other documents derived from the Information) provided to us by or on behalf of the Provider;
 - (b) destroy all copies of any analyses, memoranda or other documents derived from the Information provided to us by or on behalf of the Provider; and



- (c) expunge all Information provided to us by or on behalf of the Provider from any computer, word processor or other device containing such information,

except that we may retain one copy of such materials to the extent required for legal or regulatory purposes. Upon request of the Provider the other party agrees to provide a certificate to indicate compliance with the terms of this clause by that party and its Authorised Recipients.

7. NO REPRESENTATION OR WARRANTY

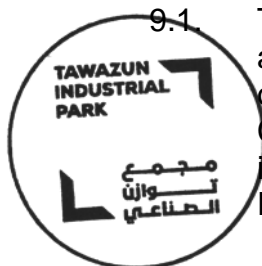
- 7.1. Each of us acknowledges and agrees that any Information provided to us does not purport to be all inclusive and that no representation or warranty is made by the Provider as to the accuracy, reliability or completeness of any of the Information. Accordingly, each of us agrees with each other that we will not, unless and to the extent set out in any final documentation with respect to the Proposed Transaction:
 - (a) have any liability to the other or to any other person resulting from the use of Information by us or our Authorised Recipients; and
 - (b) be under any obligation to provide further Information, to update Information or to correct any inaccuracies.
- 7.2. This Clause 7 does not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.
- 7.3. Save as expressly set out in this Contract, each of us acknowledges to the other that neither of us owes any duty of care to the other nor any other person.

8. TERM

- 8.1. We each acknowledge and agree that the undertakings set out in this Contract will survive completion of our negotiations, whether or not the Proposed Transaction is implemented, and will survive for a period of two years following execution of this Contract.
- 8.2. Notwithstanding the foregoing, any information disclosed by TIP under this Contract which relates to the General Headquarters of the UAE Armed Forces will be subject to the undertakings set out in this Contract in perpetuity.

9. GENERAL

- 9.1. The Company acknowledges that if it or any of its employees, officers, agents or subcontractors are aware of, or become aware of, unethical or inappropriate acts, events, behaviour or practices (the **Event**), the Company is responsible for, and is required to, report the Event to TIP in accordance with Tawazun's Code of Ethics and Anti - Fraud Framework Policy. The Company hereby acknowledges that it can visit



<https://ethicsline.tawazun.ae> to obtain copies of Tawazun's Code of Ethics and Anti - Fraud Framework Policy and more information on how to report an Event.

- 9.2. Without affecting any other rights or remedies that we or our respective Authorised Recipients may have, we each acknowledge that a person with rights under this Contract may be irreparably harmed by any breach of its terms and that damages alone may not be an adequate remedy. We each acknowledge that injunction, specific performance or other similar remedies may without proof of actual damages be necessary remedies. Accordingly, a person bringing a claim under this Contract will (at the court's discretion) be entitled to the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, for any threatened or actual breach of its terms, and no proof of special damages will be necessary to enforce this Contract.
- 9.3. Neither party can assign, sub-contract or otherwise deal with this Contract or any rights and obligations under this Contract without the prior written consent of the other party, such consent not to be unreasonably withheld except that TIP is entitled to assign this Contract to a Tawazun Company without prior consent.
- 9.4. If any provision of this Contract is held to be invalid or unenforceable, that provision will (so far as it is invalid or unenforceable) be given no effect and will be deemed not to be included in this Contract, but without invalidating any of the remaining provisions.
- 9.5. We each confirm that we are acting in this matter as principal and not as an agent or broker for any other person.
- 9.6. We agree that unless and until a definitive agreement between us regarding the Proposed Transaction has been executed, neither of us is under any obligation whatsoever to negotiate or conclude the



Proposed Transaction and any termination of discussions or negotiations by either of us are without liability to the other.

- 9.7. Save as expressly set out in this Contract, a person who is not party to this Contract has no right enforce any of its terms, save for any Tawazun Company.
- 9.8. No failure to enforce the terms of this Contract or delay in enforcing its terms will operate as an implied waiver or consent. All variations or waivers of this Contract must be made in writing.
- 9.9. Each party agrees to pay the costs and expenses incurred by it in connection with the entering into of this Contract.
- 9.10. This Contract may be executed in one or more counterparts.
- 9.11. This Contract and the relationship between us are governed by, and construed in accordance with United Arab Emirates law, and we each irrevocably submit to the non-exclusive jurisdiction of the Emirate of Abu Dhabi's civil courts.

[SIGNATURES AT LAST PAGE]



AS WITNESS the hands of the duly authorised officers of the parties on the date which appears first on page 1.

For and on behalf of

For and on behalf of

TAWAZUN INDUSTRIAL PARK LLC

by:

by:

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Name: Faiz Saleh Al Nahdi

Name:

Title: Managing Director and Chief
Executive Officer

Title:

