

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this "**Agreement**") is made on \_\_\_\_\_ by: (1) **Miral Asset Management LLC**, a company incorporated under the laws of Abu Dhabi with its address at P.O. Box 147774, Abu Dhabi, United Arab Emirates ("**Company**"); and (2) \_\_\_\_\_ ("**Recipient**").

**BACKGROUND**

- (A) Company may release to Recipient certain information in relation to Company and/or its Affiliates, including, without limitation, information related to \_\_\_\_\_ (the "**Purpose**").
- (B) In consideration of Company providing Recipient with the opportunity to engage in discussions and communications with Company in relation to the Purpose, Recipient executes this Agreement in favor of and for the benefit of Company on the terms and conditions set out below.

**THE PARTIES AGREE** as follows:

**1. DEFINITIONS**

## 1.1 In this Agreement:

"**Affiliate**" means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with, such Person. For purposes of this definition, the term "**control**" (including the terms "**controlling**", "**controlled by**" and "**under common control with**") of a Person means the possession, direct or indirect, of the power to vote fifty percent (50%) or more of the voting stock in such Person or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

"**Applicable Laws**" means applicable laws, enactments, decrees, orders (having the force of law), rules, acts, regulations, regulatory policies and guidelines, industry codes, regulatory permits and licences and international agreements or treaties of a government or of any subdivision or government instrumentality thereof that are in force.

"**Confidential Information**" means any and all documents, information, knowledge, information technology, data, know-how, metadata, samples and reports of any kind, and in any medium or format whatsoever (whether directly or indirectly given orally, viewed and/or in any document, electronic file, heard or overheard or gathered in any other way and whether marked "confidential" or not), relating directly or indirectly to the Purpose and/or to any matter incidental to the Purpose, Company and/or any of its Affiliates (and whether given before or after the date first above written).

"**Person**" means any individual, partnership, corporation (including any business trust and sole proprietorship), joint stock company, trust, firm, unincorporated association, joint venture, governmental or semi-governmental entity (including any state-controlled enterprise and sovereign wealth fund), focus group, committee, organization and any other entities.

**2. RECIPIENT'S OBLIGATIONS**

- 2.1 Subject to clauses 3 and 4 below, Recipient shall: (a) keep the Confidential Information strictly confidential at all times; and (b) use the Confidential Information solely for the purpose of communications with Company in relation to the Purpose.
- 2.2 Recipient shall not, without the prior written consent of Company: (a) take, or permit to be taken, any photographs of property owned, operated and/or provided by or on behalf of Company or advertise or publicly announce that it has any relationship with Company; (b) disclose to any Person its interest in, discussions or negotiations with Company; (c) contact, communicate or otherwise make available, whether directly or indirectly, the Confidential Information to any Person; (d) copy, adapt or otherwise reproduce the Confidential Information; or (e) send, disclose, make available, export or otherwise transfer, in any way, Confidential Information.
- 2.3 Recipient acknowledges that: (a) neither Company nor any of its Affiliates makes any representation or warranty, express or implied, as to, or assumes any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by Company or any Person on Company's behalf or the assumptions on which it is based; (b) neither Company nor any of its Affiliates shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied to Recipient or to any Person by or on behalf of Company or any of its Affiliates or otherwise be liable in any way to Recipient or to any other Person with respect to the Confidential Information or any such other information; and (c) Confidential Information disclosed to Recipient does not constitute an offer or invitation by Company or any of its Affiliates to engage in or enter into any business relationship with Recipient.

**3. PERMITTED DISCLOSURES**

- 3.1 For the avoidance of doubt, Recipient may only provide other Persons with access to the Confidential Information after having first received express consent in writing from Company ("**Permitted Users**"). Recipient shall: (a) ensure that any Permitted Users are bound to hold all Confidential Information in strict confidence; (b) ensure that prior to the disclosure of Confidential Information to a Permitted User, such Permitted User shall have executed a non-disclosure agreement in favour of Company in the same form as this Agreement and provide Company with a copy of such executed non-disclosure agreement within 7 days of the execution of the same by a

Permitted User; and (c) monitor the use of the Confidential Information by any Permitted Users and shall enforce their obligations of confidence, whether or not requested by Company.

- 3.2 Where disclosure of Confidential Information is requested or required by any court order or subpoena from a court or regulatory body of competent jurisdiction (an "**Order**"), provided that if Recipient is asked to disclose any Confidential Information to comply with an Order, Recipient shall, prior to responding to any Order: (a) immediately notify Company in writing, specifying in detail the nature of the Order, and (b) work in good faith with Company to prevent such disclosure. Furthermore, if preventing disclosure requested by the Order is not possible, then Recipient shall work in good faith with Company to: (a) attempt to obtain assurances from the body issuing the Order that the Confidential Information will be treated in a confidential manner, and (b) limit the disclosure of Confidential Information to the fullest extent permissible by law.

**4. NON-CONFIDENTIAL INFORMATION**

This Agreement shall not apply to any Confidential Information that: (a) enters the public domain other than as a result of a breach of this Agreement; (b) is received from a Person that is under no confidentiality obligation in respect of that information; or (c) is independently developed by Recipient without use of the Confidential Information.

**5. RETURN OF CONFIDENTIAL INFORMATION**

Upon the request, at any time, by Company, Recipient shall immediately return to Company or destroy or permanently erase (and provide written confirmation to Company of such destruction or erasure, as the case may be) all Confidential Information supplied to Recipient by or on behalf of Company and use all best efforts to ensure that any Person to whom Recipient has supplied any Confidential Information destroys or permanently erases such Confidential Information and any copies made by them, in each case, save to the extent that Recipient or any Person to whom Recipient has supplied any Confidential Information is required to retain any such Confidential Information by Applicable Law or by any competent judicial, governmental, supervisory, regulatory body or *bona fide* stock exchange, or where the Confidential Information has been disclosed in accordance with clause 4 above.

**6. INTELLECTUAL PROPERTY RIGHTS**

No rights, title and/or interest in any intellectual property (including, without limitation, copyright, trademarks, patents, design rights, trade secrets and rights of confidence) that are, at any time, derived from the Confidential Information will transfer to Recipient without written agreement of Company.

**7. CONTINUING OBLIGATION**

Recipient's obligations under this Agreement shall be deemed to have commenced on the date on which it first received Confidential Information and shall continue indefinitely.

**8. GENERAL**

- 8.1 Nothing in this Agreement shall be deemed to constitute an agency, partnership, joint venture or other joint relationship between the parties.
- 8.2 The rights of Company under this Agreement may only be waived by written agreement of Company.
- 8.3 No failure or delay by Company to exercise any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege under this Agreement.
- 8.4 Recipient will immediately inform Company of the full circumstances upon becoming aware that Confidential Information has been disclosed in breach of this Agreement.
- 8.5 This Agreement supersedes and replaces any and all prior non-disclosure and confidentiality agreements, understandings and representations in relation to the Purpose, executed by Recipient in favour of Company. All such prior agreements, understandings and representations are of no further force and effect.

**9. GOVERNING LAW AND JURISDICTION**

This Agreement is governed and construed in accordance with the laws of the United Arab Emirates, as applicable in the Emirate of Abu Dhabi. The courts of the Emirate of Abu Dhabi shall have exclusive jurisdiction to hear and determine any dispute in relation to this Agreement. Recipient acknowledges that remedies at law may be inadequate to protect Company against a breach of this Agreement and hereby agrees not to oppose the granting of injunctive relief, specific performance or other relief in favor of Company without proof of actual damages.

Signature:

Signature:

Signed by: [Name] \_\_\_\_\_ Signed by: [Name] \_\_\_\_\_  
[Position] \_\_\_\_\_ [Position] \_\_\_\_\_

Miral Asset Management LLC

[Recipient Name] \_\_\_\_\_