**MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This mutual confidentiality and non-disclosure agreement ("MCNDA" or "Agreement") is dated
this 6th day of April 2014 and is entered into between:

\_\_\_\_\_\_\_ Co. LLC , a Saudi corporation with its registered office at Ministry of Commerce & Industry with registration number \*\*\*\*\*\*\*\*\* , (“\_\_\_\_\_\_\_”); and\_\_\_\_\_\_\_\_ (the "Other Party").

# PREAMBLE

\_\_\_\_\_\_\_ and Other Party wish to conduct discussions and negotiations regarding
a proposed transaction (the “Proposed Transaction”). In the course of discussing, evaluating and negotiating the Proposed Transaction, one of the parties to this agreement (the “Receiving Party”) may receive from the other party (the "Disclosing Party") proprietary information relating to the business, affairs and/or products of the Disclosing Party. In consideration of such information being made available, the parties agree as set out below.

# DEFINITIONS

For the purposes of this agreement -

## “Affiliate” in relation to any Person means any Person which directly or indirectly, (i) is Controlled by that Person, (ii) Controls that Person; or (iii) is under common Control with that Person;

## “Control” in relation to a Person means (i) the holding of a beneficial interest in the shares or similar equity interest representing more than 50% (fifty percent) of the issued shares or equity interest in the capital of such Person; and (ii) the ability by virtue of the holding of shares or the possession of voting power in or in relation to such Person or by virtue of any powers conferred by the Articles of Association or other document relating to such Person or the shareholders of such Person, to secure that the affairs of such Person are conducted in accordance with the wishes of the party who is thereby deemed to have control of such Person;

## “Copies” means copies of Proprietary Information, including any document, study compilation, electronic file, note, extract, analysis or any other way of representing or recording and recalling information which is provided by Disclosing Party;

## “Notes” means any notes, summaries, reports, analyses, or other materials derived by Receiving Party or its Affiliates or Representatives in whole or in part from the Proprietary Information;

## “Person” means any individual, company, partnership, trust, unincorporated association, government authority or agency, or any other entity;

## “Proprietary Information” includes, but is not limited to -

### all information in whatever form (written, oral, visual, electronic or otherwise) and of whatever nature relating to the Disclosing Party and its business which is directly or indirectly disclosed, after the date of this agreement, to the Receiving Party, any of its Affiliates and/or its Representatives by the Disclosing Party or any of its Affiliates or Representatives;

### information derived from information falling within the ambit of clause 2.5.1;

### the existence of this agreement and its terms and conditions;

### the fact that the discussions referred to in clause 1 are taking place (and, in the event of their termination, have taken place) and the content of those discussions;

### Copies, insofar as they reflect, contain, are derived from or are developed on the basis of any such information as is specified in clauses 2.5.1 through to 2.5.4 above;

but does not include information which -

### at the time of disclosure, is already generally available to the public in the form supplied, or which after disclosure by or on behalf of the Disclosing Party, becomes generally available to the public, otherwise than by reason of a breach of the undertakings of this agreement; or

### was verifiably in the Receiving Party's possession prior to its being furnished to the Receiving Party by or on behalf of the Disclosing Party, or which after disclosure comes to the attention of the Receiving Party, provided that the source of such information was not known by the Receiving Party to be bound by or subject to a confidentiality agreement with the Disclosing Party or any of its Affiliates, or bound by fiduciary or other similar duties of confidentiality in respect thereof; or

### is verifiably independently developed by the Receiving Party without the benefit of the information provided by or on behalf of the Disclosing Party; or

### the parties agree in writing is not Proprietary Information;

## “Representative” means as to any Person, the directors, officers, employees, agents and advisors (including without limitation, financial advisors, legal counsel, accountants and other professional advisors engaged to advise such Person) of such Person and its Affiliates.

# UNDERTAKINGS BY RECEIVING PARTY

## Unless otherwise required by law, the Receiving Party undertakes to the Disclosing Party that it shall -

## treat all the Proprietary Information as private and confidential and safeguard it accordingly;

## use the Proprietary Information only for the purpose of evaluating and negotiating the Proposed Transaction or the consummation of the Proposed Transaction (the “Purpose”) and for no other purpose whatsoever;

## not, without the prior written consent of the Disclosing Party, make Copies of or disclose any of the Proprietary Information to any Person unless this agreement allows it to do so;

## use its best endeavours to ensure that the Proprietary Information is protected against theft or unauthorised access and that no-one receives Proprietary Information from the Receiving Party unless authorized;

## not at any time use any of the Proprietary Information (or permit or assist a third party to use the Proprietary Information) -

### for the purpose of reverse engineering and/or designing around the products of the Disclosing Party and/or its Affiliates.

# PERMITTED DISCLOSURE

## Subject to clause 6, the Receiving Party may disclose the Proprietary Information only to –

### such Representatives of the Receiving Party who are actively and directly participating in the Receiving Party’s evaluation of the Proposed Transaction or who otherwise need to know for the Purpose, and whom the Receiving Party shall first inform of and require to adhere to the terms of this agreement as if they were parties thereto;

### Persons whom the Disclosing Party has agreed in writing may receive the Proprietary Information.

## The Receiving Party shall ensure that its Representatives and the Representatives of its Affiliates strictly adhere to the terms of this agreement and the Receiving Party shall be responsible for any breach of this agreement by any of them and shall indemnify the Disclosing Party in respect of all damages (including, but not limited to, legal costs) which may directly or indirectly arise from their unauthorised disclosure of Proprietary Information.

# COPIES

## The Receiving Party may only make such Copies of the Proprietary Information as are strictly necessary for the Purpose and for disclosures, which are not in breach of this agreement. The Receiving Party shall clearly mark all such Copies as “Confidential” and/or take appropriate alternative steps to indicate to those Representatives of the Receiving Party authorized to review the Proprietary Information of its confidential nature.

# FORCED DISCLOSURE

## Subject to clause 6.2, the Receiving Party may disclose Proprietary Information, to the minimum extent required by –

### any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;

### the rules of any stock exchange to which the Receiving Party or any of its Affiliates may be subject;

## Before the Receiving Party discloses any information under clause 6.1, the Receiving Party shall (to the extent permitted by law) use all reasonable endeavours to:

### inform the Disclosing Party of the full circumstances and the information that will be disclosed;

### consult with the Disclosing Party as to possible steps to avoid or limit disclosure;

### gain assurances as to confidentiality from the body to whom the information is to be disclosed; and

### where the disclosure is by way of stock exchange announcement, agree the wording with the Disclosing Party in advance.

## If the Receiving Party is unable to inform the Disclosing Party before Proprietary Information is disclosed under clause 6.1, the Receiving Party shall (to the extent permitted by law) inform the Disclosing Party of the full circumstances of the disclosure and the information that has been disclosed immediately after the disclosure.

## The Receiving Party shall inform the Disclosing Party immediately upon becoming aware or suspecting that Proprietary Information has been disclosed to an unauthorised person.

## The obligations under clauses 4 and 7 shall not apply to disclosures made under clause 6.1 or to any Copies made or taken as a consequence of such disclosure.

# RETURN OF COPIES

## In the event that either party determines that it does not wish to proceed with the Proposed Transaction, such party shall promptly notify the other party of that decision. In such event, or in the event that the Disclosing Party in its sole discretion so requests in writing, or the Proposed Transaction is not consummated within six (6) months of the date of this agreement, the Receiving Party shall immediately –

### return all the Proprietary Information and all Copies supplied to the Receiving Party pursuant to this agreement;

### destroy or permanently erase all Notes, to the extent derived from the Proprietary Information, and Copies made by the Receiving Party and procure that anyone to whom the Receiving Party has supplied Copies destroys or permanently erases such Copies and any further Copies made by them; and

### confirm in writing that it has complied with this clause.

# WARRANTIES AND REPRESENTATIONS

## The Receiving Party acknowledges that neither the Disclosing Party nor any of the Disclosing Party’s Representatives make (or are authorised to make) any express or implied representation or warranty as to the accuracy, reliability or completeness of the Proprietary Information, and that none of such Persons shall have any liability to the Receiving Party or any of its Affiliates or Representatives relating to or arising from the use by the Receiving Party, its Affiliates or Representatives of any Proprietary Information, or for any errors therein or omissions therefrom.

## The Receiving Party acknowledges and agrees that -

### the furnishing of the Proprietary Information will not constitute an offer by the Disclosing Party nor the basis of any contract apart from this agreement;

### the furnishing of the Proprietary Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party’s patents, copyrights, trade secrets, trademarks or other intellectual property rights;

### in any agreement the parties may execute in relation to the Proposed Transaction the Receiving Party may be required to acknowledge that it has not relied on or been induced to enter into such agreement by the Proprietary Information or by any representation or warranty other than as expressly set out in that agreement;

### other than the obligations expressly set out in this agreement, no legal obligations will arise between the parties and no grant of rights is given or implied in respect to the Proprietary Information

### the termination of discussions without entering into the Proposed Transaction shall not release the Receiving Party from the obligations set out in this agreement.

# DURATION

The agreement shall terminate two (2) years from the date hereof, unless terminated sooner by written notice of either party, however each party’s obligations and liability with respect to Proprietary Information disclosed during the term of this Agreement will survive any termination or expiration of this Agreement and shall remain in effect for a period of two (2) years from the date of first disclosure of such Proprietary Information.

# GOVERNING LAW AND BREACH

## This agreement shall be governed by and construed in accordance with the laws of Egypt and the parties irrevocably agree that the courts of Saudi Arabia shall have non-exclusive jurisdiction for all actions, claims or proceedings that may arise out of or in connection with this agreement.

# ENTIRE AGREEMENT

This agreement constitutes the entire agreement and understanding between the parties concerning the confidentiality of the Proprietary Information and supersedes any previous agreement between them relating to the subject matter of this agreement. No amendment of this agreement or waiver of its terms and conditions shall be binding unless approved in writing by both parties.

# WAIVER

No failure or a delay by either party in exercising any of its rights, powers or privileges under this agreement shall operate as a waiver nor shall any single or partial exercise by a party preclude any further exercise by it of any right, power or privilege under this agreement or otherwise.

# ASSIGNMENT

Any purported assignment of this agreement by a party without the prior written consent of the other party shall be void, provided that a party shall not unreasonably withhold or delay its consent to the assignment of the agreement by the other party to one of its Affiliates.

# COUNTERPARTS AND EXCHANGES BY ELECTRONIC IMAGING

This agreement may be executed in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed agreement (in counterparts or otherwise) by fax or by other means of electronic imaging and transmission shall be sufficient to bind the parties to the terms and conditions of this agreement.

SIGNED BY:

 Authorized Signatory for and on behalf of \_\_\_\_\_\_\_ Co. LLC

 CEO OF \_\_\_\_\_\_\_

 Printed Name Title

SIGNED BY:

 Authorized Signatory

 Printed Name Title

 for and on behalf of

 Company Name