# Mutual Non-disclosure and non-circumvention Agreement

This Non-Disclosure and Non-Circumvention Agreement (this “Agreement”) is made as of this 12th day of March 2016 by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“XXX” also including its parent, subsidiary, and affiliate entities), and MomoEssa Capital Management Limited located at 145-157, St. John Street, London EC1V 4PY, United Kingdom

WITNESSETH:

WHEREAS, each party (the “Receiving Party”) has indicated an interest in receiving and reviewing certain information from the other party (the “Disclosing Party”) that is confidential, proprietary or otherwise not generally available to the public in connection with various capital investment projects worldwide (each a “Project” and collectively the “Projects”); and

WHEREAS, the Disclosing Party is prepared to furnish to the Receiving Party certain information that is confidential, proprietary or otherwise not generally available to the public in connection with the Projects, provided that the Receiving Party enters into this Agreement and agrees to abide by the terms hereof;

NOW, THEREFORE, for and in consideration of the disclosure and divulgence of the Confidential Information to the Receiving Party and of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Nondisclosure of Confidential Information. Each Party (the “Receiving Party”) will keep the other party’s (the “Disclosing Party”) Confidential Information confidential. The Confidential Information may be disclosed only to the Receiving Party’s directors, officers, employees, agents, attorneys, consultants and affiliates (collectively, “Representatives”), but only if such Representatives need to know the Confidential Information in connection with a Project. It is agreed that (i) such Representatives will be informed by the Receiving Party of the confidential nature of the Confidential Information and the requirement that the same not be used other than in connection with a Project, (ii) such Representatives will be required to agree to and be bound by the terms of this Agreement as a condition of receiving the Confidential Information, and (iii) in any event, the Receiving Party will be responsible for any disclosure of Confidential Information, or any other breach of this Agreement, by any of its Representatives. The Receiving Party shall not disclose the Confidential Information to any Person (as defined below) other than as permitted hereby, and shall safeguard the Confidential Information from unauthorized disclosure using the same degree of care as it takes to preserve its own confidential information (but in any event no less than a reasonable degree of care). For purposes hereof, “Person” will be interpreted broadly to include any corporation, partnership or individual.
2. Definition of “Confidential Information”. As used in this Agreement, “Confidential Information” means all information concerning a Project that is furnished in connection with a Project to the Receiving Party or its Representatives by the Disclosing Party. Any such information furnished to the Receiving Party or its Representatives by a director, officer, employee, affiliate, stockholder, consultant, agent or representative of the Disclosing Party will be deemed furnished by the Disclosing Party for the purpose of this Agreement. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement:
3. information that at the time of disclosure is or thereafter becomes generally available to the public, other than as a result of a disclosure or other act or failure to act (directly or indirectly) by the Receiving Party or its Representatives;
4. information that can be shown by the Receiving Party to have been already known to or in the possession of the Receiving Party on a non-confidential basis prior to being furnished to the Receiving Party by the Disclosing Party; and

(iii) information that becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or a Representative of the Disclosing Party if such source was not subject to any prohibition against transmitting the information to the Receiving Party.

3. Return of Information. The Confidential Information will remain the property of the Disclosing Party, and the written Confidential Information will be returned to the Disclosing Party immediately upon its request, and no copies will be retained by the Receiving Party or its Representatives, unless the parties agree otherwise; provided, however, that the Receiving Party may retain one copy of the Confidential Information for compliance purposes if required by law, rule, or regulation. Oral or visual Confidential Information, and written Confidential Information not so requested to be returned will be held by the Receiving Party and kept subject to the terms of this Agreement, or destroyed.

 4. Non-Circumvention. (a) The Receiving Party shall respect the integrity and tangible value of the Disclosing Party’s contact communication and compensation structure as it relates to any Project and the Receiving Party shall not in any manner whatsoever, either at the present time or at any future time, attempt to circumvent the validity and integrity of the Disclosing Party’s contact process as initially defined and as initially acted upon with respect to any Project or without the specific authorization of the Disclosing Party to do so. During the course of any attempted transaction process, the identity of any Projects, related transactions, and related parties introduced by the Disclosing Party to the Receiving Party shall be considered the property of the Disclosing Party for the purposes of this Agreement.

 (b) With regard to any Project, the initial contact process shall be respected and honored by the Receiving Party at all times, unless otherwise mutually agreed, and no attempt or hint of circumvention will be permitted by the Receiving Party and its directors, officers, employees, agents, attorneys, partners, clients, business contacts, consultants and affiliates.

 (c) The Receiving Party further agrees to (i) not circumventthis Agreement, whether directly, indirectly, through third parties, or otherwise, (ii) not contact, deal with, transact, or otherwise be involved with other potential Project participants, whether directly, indirectly, through third parties, or otherwise, without the Disclosing Party’s prior written consent, and (iii) not avoid or bypass this Agreement or the Disclosing as it relates to consummation of a Project.

(d) During the term of this Agreement and for a period of one (1) year after termination or expiration of same,  the Receiving Party represents, warrants, covenants and agrees that neither it nor its parent, subsidiaries or affiliate companies nor their respective officers, directors, employees, shareholders, partners, clients, business contacts or agents, shall directly or indirectly, solicit or attempt to solicit by any means any business or investment opportunity from the Disclosing Party’s client (to be disclosed) or engage in any communication of a business nature with the Disclosing Party’s client (to be disclosed) whether initiated by the Receiving Party or the Disclosing Party’s client without utilizing the services of the Disclosing Party or obtaining the Disclosing Party’s prior written consent.

5. No Waiver. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

6. Remedies. The Receiving Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the Receiving Party or its Representatives, and the Disclosing Party will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement by the Receiving Party or any of its Representatives but will be in addition to all other remedies available at law or in equity to the Disclosing Party.

8. No License. It is understood and agreed that neither this Agreement nor disclosure of any Confidential Information to the Receiving Party shall be construed as granting to the Receiving Party, or an any of its Representatives, any license or rights in respect of any part of the Confidential Information disclosed to it, including any trade secrets included in any such Confidential Information.

8. Notices. Any communications between the parties hereto or notices or requests in connection with this Agreement may be given by mailing the same, postage prepaid, or by facsimile, to each party at its address set forth on the signature page hereto, or to such other addresses as either party may in writing hereafter indicate. Notices shall be effective only when received.

9. Term. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be effective as of the date first above written and shall remain in full force and effect thereafter for a period of two (2) years, whereupon the Agreement shall automatically terminate, unless otherwise terminated by the mutual written agreement of the Parties.

10. Miscellaneous. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns. The headings of the Paragraphs of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement. This Agreement will be governed by and construed in accordance with the laws of England, United Kingdom, without regard to its conflict of laws provisions that might operate to apply the laws of another jurisdiction. A facsimile / Email of this Agreement bearing the signature of a party shall be as binding as an original executed Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**MomoEssa Capital Management Limited \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**145-157, St. John Street, London \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EC1V 4PY, United Kingdom**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Farhan Rizvi Name:

Title: Managing Director Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_