

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT ("Agreement"), is effective by and between

LAKSHMI EMPIRE LTD ("Disclosing Party" or "Company"), registered in 20-22 Wenlock Road, London, England, N1 7GU, United Kingdom

and

with an address of _____ ("Receiving Party") and Passport Number = _____ (please provide a copy of current, valid Passport).

WHEREAS, Disclosing Party intends to disclose to Receiving Party, information regarding a potential business opportunity ("Opportunity"), and in that regard Disclosing Party intends to disclose to Receiving Party, both orally and in writing, certain confidential and proprietary information and documentation pertaining to Disclosing Party's businesses, operation, and assets in furtherance of evaluating the possibility of entering the Opportunity with each other.

WHEREAS, the disclosing party ("Disclosing Party") wishes to protect and have the receiving party ("Receiving Party") maintain the confidentiality of such information and documentation as hereinafter described.

NOW, THEREFORE, in consideration for the foregoing Receiving Party and Disclosing Party hereby covenant and agree as follows:

1. The Disclosing Party may from time to time furnish to the Receiving Party, and/or Receiving Party may have access to, certain financial, technical, legal, marketing, or other proprietary or confidential reports, analysis, records, data, computer programs or output, information, or other material, both oral and written, which Disclosing Party deems confidential, whether the materials are marked confidential or not, and Receiving Party should consider, proprietary and confidential (and of independent economic value) to Disclosing Party (collectively, "Confidential Information").
2. Receiving Party agrees that all Confidential Information provided by Disclosing Party shall be treated as proprietary and confidential to Disclosing Party, and Receiving Party shall not, without the prior written consent of Disclosing Party, disclose or permit disclosure of such Confidential Information to any third party. Without limitation to Receiving Party's obligations, Receiving Party agrees to safeguard all Confidential Information with at least the same degree of care to avoid disclosure as Receiving Party uses to protect its own proprietary and confidential information, and Receiving Party agrees to treat Disclosing Party's Confidential Information in accordance with the provisions of this Agreement. Receiving Party further agrees that, subject to Section 3 hereof, Receiving Party shall not misappropriate

Or use Disclosing Party's Confidential Information for its own benefit or for the benefit of others, except in accordance with this Agreement to evaluate internally whether to enter into the currently anticipated Opportunity with Disclosing Party.

All use of Confidential Information or other information, and any derivations thereof or inventions arising therefrom, shall be and inure solely to Disclosing Party's right, title, interest and benefit (including all intellectual property rights or interests relating thereto or arising therefrom, worldwide and in perpetuity, now known or hereafter developed), and in no event will Receiving Party knowingly or willfully permit Confidential Information to be used by any person in competition with or to the detriment of Disclosing Party, or for any purpose not in furtherance of this Agreement or the above-referenced business relationship between them. Except as may be otherwise permitted herein, this Agreement's non-disclosure restriction extends to the event of any meeting(s) between the Parties which itself may not be disclosed.

3. Notwithstanding the foregoing, the parties agree that information or documentation shall not be deemed Confidential Information of Disclosing Party, and Receiving Party will have no obligation with respect to any such information or documentation, where such information or documentation:

- (a) is known to Receiving Party without restriction prior to the date of this Agreement;
- (b) is or becomes publicly known through no wrongful act of Receiving Party;
- (c) is approved for release by written authorization of Disclosing Party;

(d) is disclosed as per the lawful requirement or order of a court or governmental agency, provided that, upon the Receiving Party's receipt of such a request for disclosure, the Receiving Party shall promptly give notice to the Disclosing Party (unless such notice is not possible under the circumstances) so the Disclosing Party may have the time to intervene and contest the disclosure and pursue a protective order or other appropriate remedy.

4. Nothing contained in this Agreement will be construed as an assignment of, granting or conferring any trademark, patent, copyright, or any other proprietary rights by license or otherwise, expressly, implied, or otherwise, for any invention, discovery or improvement made, conceived or acquired.

5. All Confidential Information transmitted or disclosed hereunder will be and remain the property of Disclosing Party. Promptly upon request from the Disclosing Party, the Receiving Party shall, at Disclosing Party's option, redeliver to the Disclosing Party or destroy all Confidential Information and any other materials containing, prepared on the basis of, or reflecting any information in, the Confidential Information (whether prepared by the parties, their advisors or otherwise), including all reports, analyses, compilations, studies and other materials containing or based on the Confidential Information, and Receiving Party will not retain any copies or other reproductions of such Confidential Information and/or materials. Upon the request of the Disclosing Party, any such destruction shall be certified in writing by the Receiving Party. Notwithstanding the foregoing, the Recipient may retain such of its documents as required to comply with mandatory law, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation.

In the event the Parties succeed and enter into any kind of collaborative agreement, the Confidentiality provisions of this Agreement shall supersede any subsequent agreement.

6. The terms of confidentiality under this Agreement shall not be construed to limit either party's right (without use of or access to the other party's Confidential Information) to independently develop or acquire products or services which may be similar to those discussed hereunder. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

7. Other than with the express written consent of the Disclosing Party, which will not be unreasonably withheld, the Receiving Party will not be directly or indirectly involved with a business which offers products and/or services which are substantially similar to Company, and which are in direct competition with Company. Prospect will not divert or attempt to divert from the Company any business the Company has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to the expiration or termination of this Agreement. This obligation will survive the expiration or termination of this Agreement and will continue for two (two) years from the date of such expiration or termination. The Receiving Party understands and agrees that any attempt on the part of the Receiving Party to induce other employees or contractors to leave the Disclosing Party's employ, or any effort by the Receiving Party to interfere with the Disclosing Party's relationship with its employees or other service providers would be harmful and damaging to the Disclosing Party.

8. In acknowledging the unique and proprietary nature of the Confidential Information, the parties acknowledge and agree that money damages may not be a sufficient remedy for any breach of this Agreement by Receiving Party and that Disclosing Party may suffer great and irreparable injury as a consequence of such breach. Consequently, Disclosing Party shall be entitled to seek equitable relief, including injunction, court order, and/or specific performance, as a remedy for such breach and/or to protect the confidentiality of its Confidential Information and to halt any unauthorized disclosure thereof. Such remedies shall not be deemed to be exclusive remedies for a breach by the Receiving Party but shall be in addition to any and all other remedies provided hereunder or available at law or equity to the Disclosing Party.

9. With respect to any dispute, claim, or legal action between the parties regarding or relating to this Agreement, the prevailing party shall be entitled to recover all reasonable out of pocket costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred as a result thereof.

10. Receiving Party agrees to indemnify, defend and hold the Disclosing Party harmless from and against any and all suits, liabilities, causes of action, claims, losses, damages, costs (including reasonable attorneys' fees and expenses), or expenses of any kind (collectively, "Losses") incurred or suffered by the Disclosing Party arising from or in connection with Receiving Party's unauthorized use or disclosure of Disclosing Party's Confidential Information in violation of this Agreement.

11. Under no circumstances shall the Disclosing Party be liable to the Receiving Party for consequential, incidental, punitive or indirect damages (including, but not limited to, lost profits or lost savings) arising from, relating to, or in connection with this Agreement.

12. This Agreement shall in all respects be construed in accordance with and governed by the laws of UNITED ARAB EMIRATES. Any suit involving any dispute or matter arising under this Agreement may only be brought in the courts of the aforementioned jurisdiction. Both Parties hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding. Any controversy, claim, suit, injury or damage arising from or in any way related to this Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the UNITED ARAB EMIRATES Arbitration Association then in effect and before a single arbitrator chosen by Company. Any such controversy, claim, suit, injury or damage shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any controversy, claim, suit, injury or damage of any other party. Company may seek any interim or preliminary relief from a court of competent jurisdiction in the aforementioned jurisdiction necessary to protect its rights pending the completion of arbitration. Each party shall assume its own costs of arbitration.

13. MISCELLANEOUS.

- a) Entire Agreement; Modification. This Agreement sets forth the entire agreement and understanding of the parties hereto concerning the subject matter hereof, and, except as otherwise specifically provided below, supersedes all prior and contemporaneous correspondence, agreements, arrangements and understandings, both oral and written, between the parties hereto concerning the subject matter hereof. No modification hereof shall be binding upon the parties hereto except by written instrument duly executed by such parties or their duly authorized representatives.
- b) Invalidity of Particular Provisions. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the other terms of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- c) Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- d) This Agreement may be delivered by email, and email copies of executed signature pages shall be binding as originals.
- e) Interpretation. The paragraph headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting any provision hereof. Whenever the context requires, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender.
- f) Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, or by any other means agreed to by the Parties, such as email.

g) This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Execution Date of this agreement.

h) Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

EACH PARTY REPRESENTS AND WARRANTS that it has authority to enter into this Agreement and lawfully make the disclosures contemplated hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

DISCLOSING PARTY



2019

Signature

Date

By: Darren Matadeen

Name

It's Mr

Title

RECEIVING PARTY

Signature

Date

By: _____

Name

It's _____

Title