

**MUTUAL NON-DISCLOSURE, NON-CIRCUMVENTION, AND NON-
COMPETE AGREEMENT**

_____ and AI MOIZZIYAH INVESTMENT COMPANY LLC (AMIC) enter into this non-disclosure, non-circumvention, and non-compete agreement (the "Agreement") for the evaluation of possible business collaboration between the two parties (the "Purpose").

To achieve the Purpose, each party may acquire valuable trade secrets and confidential and proprietary information of the other party or its affiliates. In consideration of the preceding, it is hereby agreed by both the parties to this Agreement that:

1. Confidential Information means all confidential and proprietary information disclosed by one party to the other in a written or oral format. Furthermore, Confidential Information includes a party, trade secrets concerning the business and affairs of such party, and such party's product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions, and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs, database technologies, systems, structures and architectures, and related processes and know-how, and any other trade secret information of such party.
2. Each party agrees (i) not to use the Confidential Information of the other party for any purpose whatsoever except for the Purpose; (ii) not to disclose Confidential information of the other party to any third person or its employees except those representatives and employees who have a legitimate need to know and who agree to keep such information confidential; (iii) to retain the other party's Confidential Information in

confidence and take all reasonable steps to prevent disclosure or unauthorized use of the other party's Confidential Information; (iv) to promptly advise the other party in writing of any misappropriation or misuse by any person of such other party's Confidential Information and provide assistance to the injured party in any lawsuit related; (v) not to use the other party's Confidential Information to compete directly or indirectly in any way with the business of such other party; (vi) that neither party will directly or indirectly in any capacity induce or attempt to induce customers, suppliers, employees and agents of the other party and (vii) that its obligations hereunder survive in accordance with the terms of this Agreement for a period of three (3) years following the last disclosure of Confidential Information by the other party.

3. No copies of Confidential Information may be made except to implement the Purpose. Any materials, documents, notes, memoranda, drawings, sketches, and other tangible items containing, consisting of, or relating to a disclosing party's Confidential Information which is furnished to the other party in connection with this Agreement or possession of such other party, and all copies thereof, remain the property of the disclosing party and shall be promptly returned to the disclosing party supplying the same as soon as reasonably practicable upon the termination of the parties' business relationship (or abandonment of negotiations in furtherance of such business relationship) or at any time upon such party's request. Nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, in Confidential Information except as specified in this Agreement.

4. Each party's obligations under this Agreement shall not apply to information which: (a) is, and can be shown by dated documentation to be, known by that party or is publicly available at the time of disclosure by the disclosing party to the receiving party; (b) becomes publicly available after disclosure by the disclosing party to the receiving party through no act of the receiving party; (c) is hereafter rightfully furnished to the receiving party by a third party without restriction as to use or disclosure; (d) is disclosed with the prior written consent of the disclosing party; (e) is, and can be shown by dated documentation to be, information that was independently developed by the receiving

party; or (f) is required to be disclosed pursuant to any judicial or administrative proceeding, provided that the receiving party immediately after receiving notice of such action notifies the disclosing party of such action to give the disclosing party the opportunity to seek any other legal remedies to maintain such information in confidence.

5. Both parties agree that the fact that the parties are pursuing or have consummated a business relationship is confidential and shall be treated as such during the term of this Agreement. Neither party may use the other party's name in any media, advertising, promotions, representations to customers, etc., without the prior written consent of that party. Nothing in this Agreement shall grant to either party hereto the right to make commitments of any kind for or on behalf of the other party without the prior written consent of that party.
6. Nothing in this Agreement shall obligate either party to disclose any information to the other party or enter into any additional agreement with the other party. Each party acknowledges that if the other party is required to bring an action to enforce the provisions of this Agreement, the damages will be irreparable and challenging to measure and that the other party shall be entitled to equitable relief, including a preliminary injunction in addition to any other relief available. Each party agrees that if the party that disclosed Confidential Information seeks an injunction hereunder, the party that received Confidential Information hereby waives any requirement for posting a bond or any other security. Should litigation arise concerning this Agreement, the prevailing party shall be entitled to its attorney's fees and court costs in addition to any other relief which may be awarded.
7. Either party may terminate this Agreement at any time by delivering written notice to the other party. Notwithstanding termination, any such obligations of confidentiality relating to Confidential Information disclosed before the termination date shall survive such termination and extend for the period stated in Clause vii, Paragraph 2 of the Agreement. Upon termination or at any time upon written request of the disclosing

party, the recipient shall promptly return all documents and other materials (including copies) containing Confidential Information to the disclosing party.

8. Each party agrees not to distribute, support, or otherwise transfer Confidential Information and products that are exclusively designed for the other party, including, but not limited to, digital cameras, designs, bill of materials, drawings, components of the software, testing and development data, without express and prior written permission of the other party.

9. The parties shall not, in any manner, solicit and accept any business from sources that have been made available by and through the parties hereto, nor in any way shall they access, request, and conduct any transaction, with such said sources, without the specific permission of the party who made such references available to the other party. For example, the party shall not contact any significant supplier or resources of the other party.

10. Miscellaneous.

(a) This Agreement shall be interpreted by and governed by the laws of the United Arab Emirates. Each party agrees and consents to exclusive personal jurisdiction and service of venue in any court within the United Arab Emirates having subject matter jurisdiction. In case a court of competent jurisdiction holds any provision unenforceable, the parties intend that all other provisions of this Agreement shall be valid and enforceable to the fullest extent of the law.

(b) The parties further agree that this Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement and is the complete and exclusive statement of the Agreement between them and that they understand and agree to be bound by its terms and conditions.

(c) Neither party shall have the right to assign the whole or any part of this Agreement or the rights thereunder without the express written consent of the other party. This Agreement shall bind and insure the parties' successors, assigns, and affiliates.

IN WITNESS of whom, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Date:

Date:

Name:

For:

Title:

Name: Fakhruddin Jenuddin Valikarimwala
For: Al Moiziyah Investment Company LLC.
Title: Authorized signatory.