

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made by and between SPEARHEAD L.P., an exempted limited partnership incorporated under the laws of Cayman Islands, and having its registered office at Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman, KY1-9008, Cayman Islands (the "Company"), and (the "Prospective Stakeholder") undersigned hereunder.

Either Party may disclose Confidential Information under this Agreement for the purpose and shall be referred to as "Disclosing Party" hereunder. The other Party receiving Confidential Information hereunder shall be referred to as "Receiving Party".

Hereinafter, the Company and the Prospective Stakeholder are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS:

The Company and the Prospective Stakeholder wish to explore possible business opportunities of mutual interest (the "Relationship") wherein it is anticipated that during the said process, it may be necessary for the Parties to exchange certain "Confidential Information" (as defined below).

This Agreement is intended to allow the Parties to continue to discuss and evaluate the Relationship while protecting each Party's Confidential Information (including Confidential Information previously disclosed to the other Party) against unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, IT IS HEREBY AGREED AS FOLLOWS: -

- 1) Definition of Confidential Information**– "Confidential Information" means any information which is proprietary and confidential to a Party including but not limited to the terms and conditions of this Agreement, information concerning or relating in any way whatsoever to its arrangements, principals, any of the trade secrets or confidential operations, processes or inventions carried on or used by a Party, any information concerning the organization, business, finances, transactions or affairs of a Party, dealings of a Party, secret or confidential information which relates to the business or Party or any of its principals', clients' or customers' transactions or affairs, any Party's technology, designs, documentation, manuals, budgets, financial statements or information, accounts, dealers' lists, customer lists, marketing studies, drawings, notes, memoranda, software, source codes and the information contained therein, any information therein in respect of trade secrets, technical or other information relating to the development, manufacture, clinical testing, analysis, sale or supply or proposed development of any products or services by a Party, and information and material which is

either marked confidential or proprietary or the equivalent or by which disclosing party indicates in writing at the time of disclosing to, the receiving party is to be considered proprietary or confidential or the equivalent or by its nature intended to be confidential exclusively for other party's knowledge alone.

- 2) Non-Disclosure of Confidential Information**– (a) Each Party agrees not to use any Confidential Information disclosed to it by the other Party for any purpose other than to carry out discussions concerning, and/or the undertaking of the intent of the Relationship. Neither Party shall disclose or permit the disclosure of any Confidential Information of the other Party to third parties or to employees, servants and/or agents of the Party receiving Confidential Information, other than to directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions regarding the Relationship. (b) Exceptions: Notwithstanding Clause 2(a), neither Party shall have liability to the other Party with regards any Confidential Information of the other Party, which the receiving Party can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving Party; (ii) was known to the receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) was disclosed with the prior written approval of the disclosing Party; (iv) was disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body or by law; provided, however, that the receiving Party shall provide prompt notice of such court order or requirement to the disclosing Party to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.
- 3) Return of Materials**– Any materials or documents that have been furnished by one Party to the other in connection with the Relationship, shall be promptly returned by the receiving Party, upon the written request of the disclosing Party save to the extent that the receiving Party is at liberty to make copies of the same as is required under any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with any commercially reasonable internal policy.
- 4) No Rights Granted**– Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of either Party, nor shall this Agreement grant either Party any rights in or to the other Party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship.
- 5) Term**– The term of this Agreement shall be for the period of Relationship between Parties and shall survive for a period of Five (5) years after the termination of the Relationship between the Parties or from the date on which Confidential Information is last disclosed under this Agreement, whichever is longer.
- 6) Successors and Assigns**– The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties, provided that Confidential Information of the disclosing Party may not be assigned without the prior written consent of the disclosing Party. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties hereto or their respective successors and assigns any rights, remedies,

obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Any assignment in violation of this Agreement will be void.

- 7) Illegality and Severability**– In case any provision in this Agreement shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of this Agreement and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.
- 8) Independent Contractors**– Nothing contained in this Agreement shall be deemed to constitute either Party as partners, joint venturers, agents, co-owners or otherwise as participants in a joint or common undertaking.
- 9) Governing Law**– This Agreement shall be governed by and construed in accordance with the law of the Cayman Islands. Any dispute, claim, difference, or controversy arising out of, relating to or having any connection with this Agreement, including any dispute regarding its existence, validity, interpretation, performance, breach or termination, shall be referred to and finally resolved under the Arbitration rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The Claimant or Claimants jointly shall nominate one arbitrator for appointment by the LCIA Court. The Respondent or Respondents jointly shall nominate one arbitrator for appointment by the LCIA Court. The LCIA Court shall appoint the presiding arbitrator. The seat, or legal place, of the arbitration shall be the Dubai International Financial Centre. The language to be used in the arbitration shall be English.
- 10) Injunctive Relief**– Notwithstanding any other term of this Agreement, it is expressly agreed that a breach of this Agreement may cause irreparable harm to the disclosing party and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, the disclosing party will be entitled to seek injunctive and/or other equitable remedies in the event of any threatened or actual violation of any of the provisions of this Agreement.
- 11) Amendment and Waiver**– The provisions of this Agreement shall not be amended and/or varied except in writing and signed by both Parties. Any amendment or waiver effected in accordance with this Clause shall be binding upon the Parties and their respective successors and assigns. No failure on the part of either Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement shall operate as a waiver thereof nor any single or partial exercise or enforcement of any right, or remedy preclude any further exercise or enforcement of any other right, or remedy thereof.
- 12) Counterparts**– This Agreement may be signed in any number of counterparts, all of which taken together and when delivered to the Parties hereto shall constitute one and the same instrument. Each Party may enter into this Agreement by signing any such counterpart or a faxed/emailed copy thereof.
- 13) Notices**– Any notice sent by either Party to the other under this Agreement, shall be sent by courier or registered A.D. (with delivery confirmation receipt requested to confirm actual delivery) to the address of the Party set out below. The address provided by each Party below, shall be (a) the official or registered office address of such Party, if such Party is an incorporated entity, or (b) the permanent residential address of such Party, if such Party is an individual. The date a notice shall be considered to have been delivered to a Party shall be the earlier of (a) the date of actual delivery to the Party as

confirmed by the courier or (b) the date recorded on the delivery confirmation receipt provided by the postal services when sent by registered A.D. Notwithstanding anything contained in this Agreement, if the Prospective Stakeholder refuses delivery of a written notice, a notice sent via fax or email will be considered to have been delivered on the date it was sent by the Company to the Prospective Stakeholder. It shall be the duty of either Party to notify the other of any change in its address, failing which, a notice delivered to the address set out below shall suffice to be considered a notice under this section.

14) Third Party Rights- No person, company or any other entity apart from the Parties shall have any right to enforce this Agreement.

15) Entire Agreement- This Agreement supersedes and cancels all previous agreements, warranties and undertakings whether oral or written, express or implied, given or made by or between the Parties, and constitutes the entire agreement between the Parties in respect of the matters set out herein, and no other terms and conditions shall be included or implied.

IN WITNESS whereof this Agreement has been duly executed on the date shown below.

The COMPANY: Spearhead L.P.

Name of Authorized Signatory: _____

Signature: _____

Date: _____

The PROSPECTIVE STAKEHOLDER: *(type name of company or natural person here)*

Name of Authorized Signatory: _____

Signature: _____

Date: _____