CONFIDENTIALITY AGREEMENT

Confidentiality, Non-Competition and Non-Circumvention

Non-Circumvention & Non-Disclosure Agreement (NCNDA)

Agreement reference

Sector(s) concerned

☐ Hydrocarbons ☐ Purchase and sale of precious metals ☐ Banking ☐ Other:

Between the undersigned

PARTY 1

UNICOM-ASIA INVESTMENT LTD

a company incorporated in England and Wales under number 07245604, whose registered office is at The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AB, United Kingdom, represented by Mr Stéphane AKNIN, in his capacity as Chief Executive Officer (CEO), hereinafter referred to as "Unicom".

PARTY 2

COMPANY / FULL NAME

LEGAL FORM AND REGISTRATION NUMBER

REGISTERED ADDRESS

REPRESENTED BY

CAPACITY

HEREINAFTER REFERRED TO AS

PARTY 3

COMPANY / FULL NAME

LEGAL FORM AND REGISTRATION NUMBER

REGISTERED ADDRESS

REPRESENTED BY

CAPACITY

HEREINAFTER REFERRED TO AS

The signatories are hereinafter referred to collectively as “the Parties” and individually as “a Party”.

Preamble

(1) The Parties wish to hold discussions regarding a transaction in the sector(s) indicated above (hereinafter “the Transaction” or “the Discussions”), in which:

The following Party will introduce the seller:

The following Party or Parties will introduce the buyer:

(2) During these Discussions, the Parties will exchange confidential information concerning the Transaction. The purpose of this agreement is to define the conditions under which such information will be protected, and to prohibit any unfair competition or circumvention between the Parties.

ARTICLE 1 Definitions and interpretation

In this agreement, the following terms have the meanings set out below:

> **"Confidential Information"** : Any information of any kind, communicated orally, in writing or on any medium (documents, files, e-mails, electronic data), concerning the Discussions and the Transaction, including the identity of sellers, buyers, intermediaries, banks and partners, as well as the commercial and financial terms.

> **"Related person(s) and/or company(ies)"** : In relation to any Party: its officers, directors, employees, agents, representatives, contractors, suppliers, professional advisers and affiliated companies.

ARTICLE 2 Confidentiality undertaking

2.1 Upon receipt of the Confidential Information, each Party undertakes not to disclose or communicate it to any third party not directly concerned by the Transaction described in the preamble.

2.2 The Parties acknowledge and agree that the information provided by any of them is strictly confidential, and that the Confidential Information disclosed to them is intended solely for the purpose of the Transaction.

2.3 The Parties generally undertake to take all necessary measures to protect the Confidential Information and to prevent any unauthorised use, disclosure, publication or communication thereof, with at least the same degree of care as for their own confidential information.

2.4 Where necessary, the Parties undertake to have an equivalent confidentiality and non-competition agreement signed by any third party who must necessarily have knowledge of the Confidential Information, and remain responsible for that third party's compliance with it.

2.5 The Parties acknowledge that they cannot guarantee the accuracy or completeness of the Confidential Information provided, and that they cannot under any circumstances be held liable for the accuracy of its content or its scope.

2.6 Information shall not be considered confidential if the receiving Party can prove that it was public at the time it was communicated, that it was lawfully held by it beforehand, or that its disclosure is required by law or by a judicial or administrative authority, strictly within the limits of that requirement.

ARTICLE 3 Rights relating to the Confidential Information

The Parties acknowledge the ownership rights of the Party that disclosed the Confidential Information. The disclosure of such information confers on them no right over all or part of it, other than the right to use it solely for the purposes of the Transaction.

ARTICLE 4 Return and destruction of the Confidential Information

4.1 At the simple request of any Party, the other Parties undertake to return to it without delay, or to destroy at its request, any document, note, file or item, and any copy thereof, containing the Confidential Information communicated to them.

4.2 The Parties undertake to confirm to each other in writing the return or destruction of the Confidential Information.

ARTICLE 5 Non-competition and non-circumvention

5.1 By this agreement, the Parties firmly undertake not to compete with each other and not to take advantage of the Confidential Information, for their own account or for the account of any related person and/or company.

5.2 The Parties irrevocably undertake not to circumvent or seek to exclude, directly or indirectly, any of them from any current or future transaction, in particular by entering into direct contact, without the written consent of the introducing Party, with the sellers, buyers, banks, intermediaries or partners introduced by that Party.

ARTICLE 6 Breach

Should this agreement be breached through direct or indirect non-compliance with any of its provisions, each of the Parties shall be entitled to claim damages from the defaulting Party as compensation for the loss suffered.

ARTICLE 7 Term, governing law and jurisdiction

7.1 The undertakings contained in this agreement shall remain in force for a period of three (3) years from the date of its signature.

7.2 This agreement is governed by French law. Any dispute relating to its interpretation or performance shall be submitted to the competent courts of Paris.

7.3 This agreement shall take effect on the date of its signature by all the Parties.

7.4 The transmission by e-mail of this agreement signed by each of the Parties gives it the same legal value as a paper original. The Parties accept electronic signature, which gives this agreement full legal value.

ARTICLE 8 General provisions

8.1 This agreement constitutes the entire agreement between the Parties regarding its subject matter. It may only be amended by a written amendment signed by all the Parties.

8.2 Should any provision of this agreement be declared void or unenforceable, the remaining provisions shall remain in full force and effect.

8.3 This agreement creates no obligation to complete the Transaction; it creates no partnership, agency or employment relationship between the Parties.

Made in _____ on _____

in three (3) original copies, one for each Party.

Signatures of the Parties

For **UNICOM-ASIA INVESTMENT LTD**

FULL NAME: **Stéphane AKNIN**

TITLE: **Chief Executive Officer (CEO)**

ADDRESS: **The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AB, United Kingdom**

PASSPORT NUMBER: _____

PHONE: _____

E-MAIL: **unicomgroup@free.fr**

Handwritten mention: "Read and approved – Good for agreement"

SIGNATURE AND STAMP

For

FULL NAME

TITLE

ADDRESS

PASSPORT NUMBER

PHONE

E-MAIL

Handwritten mention: "Read and approved – Good for agreement"

SIGNATURE AND STAMP

For

FULL NAME

TITLE

ADDRESS

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PHONE

E-MAIL

Handwritten mention: "Read and approved – Good for agreement"

SIGNATURE AND STAMP

Each Party initials every page and signs above, preceded by the handwritten mention "Read and approved – Good for agreement".