

## CONFIDENTIALITY AGREEMENT

This Non-Disclosure Agreement is entered into between;

**Fox-IT BV** a private limited liability company incorporated under the laws of The Netherlands and having its registered office at Olof Palmestraat 6, 2616 LM, Delft, The Netherlands and its affiliates, legally represented by M. vd. Marel, Director, hereinafter referred to as 'Fox-IT'

and

AGT Advanced German Technology FZ LLC a company incorporated under the laws of U.A.E., maintaining its office at Building 05, office 304 DMc, Dubai UAE, legally represented by Anas Chbib hereinafter referred to as 'AGT'

Hereafter collectively referred to as "Parties" and individually as "Party".

**WHEREAS**, this Agreement provides for the disclosure by one Party ("Disclosing Party") to another Party ("Receiving Party") of information that is deemed proprietary or confidential by the Disclosing Party. The "Proprietary Information" (defined below) shall be disclosed for the purposes of holding technical and/or business discussions, conducting evaluations, audits and/or negotiations, and to provide required knowledge to fulfill the business relationship between the Parties such as to provide security solutions and services (collectively "the Authorized Purpose").

**IT IS HEREBY AGREED** as follows:

1. "Proprietary Information" is defined as information of any nature and in any form (including, without limitation, written, electronically, magnetic or optical media) disclosed by the Disclosing Party to the Receiving Party in connection with the Authorized Purpose whether disclosed orally, in documentary or other material form, by demonstration or otherwise: (i) that is identified as "Confidential" or "Proprietary" with an appropriate, conspicuous marking; or (ii) in the case of oral or visual disclosures, that is identified by the disclosing party at the time of disclosure as being disclosed in confidence or marked as confidential or proprietary; or (iii) in the case of specific instructions to carry out work.
2. The Receiving Party, unless otherwise authorized in writing by the Disclosing Party, shall:
  - a. maintain in confidence all Information received from the Disclosing Party or from any of its independent contractors, consultants or agents;
  - b. take such precautions and make such arrangements as are reasonably necessary to protect information received by it (and in any event no less than those the Receiving Party would take and make to protect its own confidential information);
  - c. restrict disclosure of such Proprietary Information to those of its directors, officers, employees, independent contractors, consultants or agents who have a need-to-know for carrying out the Authorized Purpose, and who are subject to a written agreement having terms and conditions respecting the protection of confidential or proprietary information that are no less restrictive than those of this Agreement and that would extend to the Disclosing Party's Proprietary Information;
  - d. use such Information only for the Authorized Purpose; and
  - e. to the extent applicable, not modify, reverse engineer, decompile, disassemble or create derivative works from any such Proprietary Information.



*[Handwritten signature]*



3. Subject to Section 6 below, the confidentiality obligations and use restrictions of this Agreement shall not apply to information marked or identified as Proprietary Information:
  - a. if such information is in or enters the public domain, other than by breach of this Agreement by the Receiving Party;
  - b. if such information was known to the Receiving Party prior to the time of first receipt from the Disclosing Party, and free of any obligation of confidence of the Receiving Party, as evidenced by written records;
  - c. if such information lawfully and rightfully becomes known to the Receiving Party, from a source other than the Disclosing Party, and free of any obligation of confidence of the Receiving Party, as evidenced by written records;
  - d. if such information was or is at any time developed by the Receiving Party independent of and without reference to any Proprietary Information received hereunder, as evidenced by written records;
  - e. to the extent that disclosure or broader use of such information is authorized in writing by the Disclosing Party;
4. A Receiving Party shall not be liable for the disclosure of Proprietary Information if such disclosure is required by order of a court of competent jurisdiction, or by order of a governmental agency or legislative body under any written law, regulation or legal order, provided that the Receiving Party promptly notify the Disclosing Party thereof, and upon the request and reasonable expense of the latter, reasonably cooperate with the Disclosing Party in contesting such disclosure or in seeking confidentiality treatment of the information. If disclosure is ultimately required, then the Receiving Party shall restrict any disclosure to only such information that reasonably satisfies the order.
5. 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 Proprietary Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party shall not develop, or have 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 Proprietary Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.
6. Each Party shall comply with any and all laws applicable to or governing such Party's conduct in connection with this Agreement.
7. All rights in Proprietary Information are reserved by the Disclosing Party. Other than the rights expressly granted herein, neither this Agreement, nor the disclosure of any Proprietary Information hereunder, shall be construed as expressing or implying any other rights, including but not limited to any rights of ownership of such Proprietary Information, or rights to any invention, patent, copyright or other intellectual property right heretofore or hereafter owned, acquired, developed or licensed by the Disclosing Party.
8. All Proprietary Information provided by a Disclosing Party hereunder is provided solely on an "as-is" basis, and the Disclosing Party makes no warranties regarding the accuracy or completeness of thereof; and the Disclosing Party expressly disclaims any and all other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. Neither this Agreement, nor the disclosure of any Proprietary Information hereunder, shall constitute any representation, warranty, assurance, guarantee or inducement by the Disclosing Party with respect to infringement of patent or other rights of any third parties. Any reliance on Proprietary Information shall be exclusively at the Receiving Party's own risk.
9. This Agreement shall not be construed as creating any joint venture, teaming, partnership or other joint relationship between the Parties. Neither this Agreement, nor the disclosure or receipt of Proprietary Information hereunder, shall constitute or imply any promise or intention or commitment by either Party to procure any product or service, make any commitment with respect to the present or future marketing of any product or service, enter into a contract with the other Party, or be liable for the costs of the other Party in carrying out the Authorized Purpose. Unless and until a definitive written agreement with respect to the subject matter hereof is entered into, neither Party hereto will be under any legal obligation of any kind whatsoever with respect to the same, except for the matters specifically agreed to in this Agreement.



CONFIDENTIAL

Handwritten signature and initials, including a large 'A' and a signature, with the number '2' below.



10. The Parties acknowledge and agree that Proprietary Information is unique and valuable to a Disclosing Party, and that breach of the confidentiality obligations or use restrictions provided herein may cause substantial, immediate and irreparable damage to the Disclosing Party for which monetary damages alone would not be an adequate remedy. Upon any such breach, or in the event that the Disclosing Party forms a reasonable and good faith belief that such a breach is imminent, the Disclosing Party shall be entitled to seek preliminary and other injunctive relief from any court of competent jurisdiction, with or without notice to the Receiving Party. This remedy shall be in addition to any and all other rights or remedies to which the Disclosing Party may be entitled at law or in equity.
11. This Agreement shall apply to all Proprietary Information received beginning with its Effective Date, unless earlier terminated by written notice provided by either Party to the other Party, which termination shall be effective upon receipt of such notice. Notwithstanding the expiration, or any earlier termination, of this Agreement, the use restrictions and confidentiality obligations imposed on each Party hereunder shall survive and continue in full force and effect for the period set forth in Section 12, and any other provisions that by their nature and context are intended to survive the expiration or termination of this Agreement shall so survive.
12. This Agreement shall terminate upon completion of the Authorized Purpose for which the information was submitted. The obligations of confidentiality shall survive termination of this Agreement for a period of three (3) years.
13. After the expiration or earlier termination of this Agreement, or at the time when the Proprietary Information of a Disclosing Party is no longer needed for the Authorized Purpose, whichever is earlier, and upon request by the Disclosing Party, all Proprietary Information (including all copies, derivative works and other tangible materials containing such information) shall be either returned to the Disclosing Party or destroyed by the Receiving Party. In the event of destruction and upon request of the Disclosing Party, the Receiving Party shall, within ten (10) days after such destruction, certify in writing to the Disclosing Party that such destruction has been accomplished. The Receiving Party shall make no further use of any Proprietary Information.
14. This Agreement contains the complete and exclusive agreement between the Parties with respect to the safeguarding of the Parties' Proprietary Information exchanged for the Authorized Purpose, and supersedes all prior communications and understandings with respect thereto. No waiver, modification or deletion of any provision of, or addition of any provisions to, this Agreement shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by an authorized representative of each Party. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were on a single instrument, and all such counterparts together shall constitute this Agreement.
15. Neither this Agreement, nor any rights or obligations hereunder, may be assigned or otherwise transferred by either Party without the express prior written consent of the other Party.
16. All notices required by this Agreement will be in English, will be effective on the date of receipt, and will be transmitted by any customary means of written communication, addressed as follows:

Fox-IT:

Fox-IT BV  
Olof Palmestraat 6  
2616 LM Delft  
The Netherlands

AGT FZ LLC:

P.O. Box: 502186  
Dubai  
UAE

17. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
18. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
19. This Agreement shall be governed and construed in accordance with the laws of the Netherlands without regard to its choice of law provisions.



**Fox-IT BV**

Date:

  
M. van Marrewijk  
\_\_\_\_\_  
Director  
\_\_\_\_\_  
Delft  
\_\_\_\_\_  
24-8-2011  
\_\_\_\_\_

Date:

ANAS Chbib  
MD  
Dubai  
24.05.2011

