

## **NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made this day 27<sup>th</sup> day of October 2014 BETWEEN

**Mr. Michael Edward**

44 Foxes Academy Selbourne Place, Minehead Somerset,

United Kingdom TA24 5TY

**(In charge of the Financial Estate of Mr. Chen Shui-Bian)**

**(Hereinafter referred to as the "Investor")**

**(THE "CLIENT")**

AND

**Mahdi Majed Alsalhi**

From, 50 Hisham Lbib St. Nasr City, Cairo

**(THE "CONSULTANT")**

NOW IT IS HEREBY AGREED as follows:

That to induce the client to retain the Consultant as a manager of an investment valued at US\$44,000,000 (Forty Four Million US Dollars) and to furnish the Consultant (**Mahdi Majed Alsalhi**) with certain information that is proprietary and confidential, the Consultant hereby warrants, represents, covenants, and agrees as follows:

- i. **Engagement.** The Consultant, in the course of engagement by the Client, may or will have access to learn certain information belonging to the Client that is proprietary and confidential (Confidential Information).
- ii. **Definition of Confidential Information.** Confidential Information as used throughout this agreement means any secret or proprietary information relating directly to the Client's business and that of the Client's affiliated companies and subsidiaries, including, but not limited to, investments, products, customer lists, pricing policies, employment records and policies, operational methods, marketing plans and strategies, product development techniques or plans, business acquisition plans, new personnel acquisition plans, methods of manufacture, technical processes, designs and design projects, inventions and research programs, trade "know-how", trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business affairs of the Client and its affiliated companies and subsidiaries.
- iii. **Non-disclosure.** The Consultant agrees to keep strictly confidential all Confidential Information and will not, without the Client's express written authorization, signed by one of the Client's authorized officers, use, sell market or disclose any Confidential Information to any third person, firm, corporation, or association for any purpose. The Consultant further agrees not to make any copies of the Confidential Information except upon the Client's written authorization, signed by one of the Client's authorized officers, and will not remove any copy or sample of Confidential Information from the premises of the Client without such authorization.

