



MOW XML Co. Ltd.
71/30 Moo 1, Soi Mu Ban Rung Piti Vill, Tambon Tha Sala, Amphoe Mueang Lop
Buri, Chang Wat,
Lop Buri 15000 Thailand

**NON DISCLOSURE, NON CIRCUMVENTION AND CONFIDENTIALITY
AGREEMENT**

This Agreement is dated as of 02 July 2019

Between:

MOW XML Co. Ltd. (business registered in THAILAND with the registration
number : 0165561000305 whose registered office is at 71/30 Moo 1, Soi Mu Ban
Rung Piti Vill,
Tambon Tha Sala, Amphoe Mueang Lop Buri,
Chang Wat, Lop Buri 15000, Thailand

Represented by : Cédric Fourt

And

Mr, Mrs, Miss _____

Address _____

Passeport N° _____

Represented by : _____

Each individually the "Party", collectively the "Parties".

1. Purpose



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The Parties agree as follow regarding a certain number of projects, usually being an opportunity to fully or partially finance/acquire/sell a project/target (as defined below) or create video for clients, each project being a "Transaction".

Transaction :

- 1: Hotels all over the world
- 2: Companies in Israel
- 3: Commercial or Residential properties in Europe
- 4: Video presentation
- 5: Asset raising for MOW XML Co. Ltd. clients

2. Definitions

Affiliate: any entity, direct or indirect subsidiary of that entity or a direct or indirect holding company of that entity or any other subsidiary of that holding company.

Successor company: any entity direct or indirect that might succeed with similar business undertakings either of the parties or may be created at a later stage by any senior employee of either party.

Disclosing Party: a Party that discloses Confidential Information under this Agreement.

Receiving Party: a Party that receives Confidential Information under this Agreement.

Related Parties: any Affiliate of the Receiving Party, and any professional advisor, consultant, agent, sub-contractor or provider of finance of the Receiving Party.

Interested Parties: potential investors or lenders approached by _____ or MOW XML Co. Ltd. in relation to the Transaction.

Project/Target: a corporate, a fund, any other entity where VIRGINIE KHALIFA and MOW XML Co. Ltd. have accepted through an exchange of email to work together on, under a format of acceptance of offer.

Confidential Information: As used in the agreement, "Confidential Information" means any **information** relating to the Transaction, Target or



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the Interested Parties, whether of a technical, business or other nature that is disclosed or imparted by the Disclosing Party or any of its advisors to the to the Receiving Party in connection with the Transaction. Confidential information also includes the discussion between the Parties regarding the Transaction and all information concerning any other plans for, or existence and progress of fund raisings, financings, mergers, sales of assets, takeovers or tender offers in relation to the Transaction. Confidential information may be in any format, including an email transmission via electronic media and oral information.

3. **Use of Confidential Information:**

The Receiving Party may use the Confidential Information exclusively for the purpose of analyzing, approving, negotiating, documenting and enter into engage in to the Transaction (the "Permitted Purpose"). Except as expressly provided in this Agreement, the Receiving Party shall:

- (i) keep the Confidential Information confidential and will not use the Confidential Information in any manner or disclose the Confidential Information to anyone without prior written consent of the Disclosing Party;
- (ii) will ensure that all Confidential Information is kept in a secure place and to apply the same security measures and degree of care to the Confidential Information as it applies to its own confidential information; and
- (iii) will keep confidential and not disclose to any person the fact that the Confidential Information has been made available or that any discussions may occur or have occurred between the Receiving Party and the Disclosing Party relating to the Confidential Information, this Agreement or the Transaction;

4. **Exceptions:**



Confidential information shall not include any information that:

- (i) is publicly available to the Receiving Party without breach of this Agreement;
- (ii) is known by and in the possession of the Receiving Party prior to this Agreement;
- (iii) is identified in writing at the time of delivery as non-confidential by the Disclosing Party or
- (iv) is rightfully received , as evidenced by its written records, from a third party who did not acquire or disclose such information by a wrongful or tortuous act, or in breach of a confidentiality restriction.

Notwithstanding anything in this agreement to the contrary, disclosure of Confidential Information shall not be precluded if the disclosure is:

- (i) in lawfully required response to a valid subpoena or order of a court or other governmental or administrative body; provided however, that the party making the disclosure pursuant to the order shall first have given notice to the other party and shall have afforded such party a reasonable opportunity to obtain a protective order requiring that the information or documents so disclosed be used only for purposes of the court or other administrative or governmental authority, and be filed under protective seal; or
- (ii) otherwise required by law, regulation or stock exchange rule;
- (iii) to any person with the prior written consent of the Disclosing Party;
- (iv) to the Related Parties only in connection with the Permitted Purpose and provided that any such Related Party enters into a separate confidentiality undertaking with the Disclosing Party on terms substantially the same as the terms of this Agreement
- (v) the Interested Parties provided that the Receiving Party has informed the Interested Parties in writing that the information is confidential and they agree to maintain confidentiality on the terms of this Agreement or they are subject to confidentiality duties or obligations to the Receiving Party that are no less restrictive than the terms of this Agreement or they have executed a confidentiality agreement in form and substance substantially similar to this Agreement. The Receiving Party does not need to inform them of this requirement if such recipient is subject to professional



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obligations to maintain the confidentiality of the Confidential Information that are no less restrictive than the terms of this Agreement. The Receiving Party will be responsible for any breach of this Agreement by its employees, officers and directors.

5. Receiving Party Personnel:

The Receiving Party receiving the Confidential Information shall expressly restrict the possession, knowledge, development and use of Confidential Information to its partners, employees, consultants, professional advisors, agents, subcontractors and entities controlled by the Receiving Party or hired or engaged by the Receiving Party who have a legitimate need to know the confidential information.

6. Ownership of Confidential Information:

All Confidential Information shall remain the exclusive property of the Disclosing Party and the Receiving Party will have no rights, by license or otherwise, to use or disseminate the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement.

7. Return of Confidential Information:

The Receiving Party of the Confidential Information shall on termination of this Agreement or on the written request of the Disclosing Party, promptly return or destroy to the extent technically possible (and verify in writing its destruction), all Confidential Information provided by the Disclosing Party. The Receiving Party and any Related Parties have the right to retain copies of Confidential Information where required by any law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with its internal policy requirements or its credit and documentation retention policies.



8. Non-circumvention:

Both parties hereby agree for himself or herself, their officers, directors, agents, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, neither now nor in future, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of organizing other transactions or avoiding the payment to the other party of profits, fees or otherwise, without the specific written approval of the other party.

9. Term:

This Agreement and the obligations under this Agreement shall be valid for a period of 10 years for each Transaction from the date at which the Parties have agreed to work together on a Transaction. However, this duration may be adjusted upwards or downwards as per an agreement per email between the Parties on a transaction by transaction basis.

10. Limited Relationship:

This agreement shall not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party shall act as an independent contractor and not as an agent of the other party for any purpose, and neither shall have the authority to bind the other.

11. Entire agreement – Governing Law – Amendment:



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This Agreement will be governed by and construed in accordance with the laws of Switzerland. Both parties agree to move immediately to Mediation via the International Mediation & Arbitration court in the event of a dispute. Before the International Mediation and Arbitration Court of the World Association of Médiarbitrage and, in accordance with its procedure of Mediation, in a first phase of Mediation, the parties will have to try to resolve amicably any conflicts arising from the contract or in relationship with it and the reports or legal effects directly or indirectly related to it or relating to a wrongful act between the parties. In a second phase, following the previous phase and regardless of the outcome of the first phase of mediation, the arbitration will settle the dispute definitively. The International Court of Mediation and Arbitration applies its International Rules of Arbitration to which the parties refer, to the exclusion of all other courts. The Deliberate Council will be held in Geneva or Paris. According to the International Rules of Mediation, the Board of Deliberation will be composed of at least three (3) Judge-Mediators. Agrees, at the request of the parties, that the International Court of Mediation and Arbitration shall rule with the powers of amiable composer. The arbitral award of the International Court of Mediation and Arbitration is final.

12. No waiver:

Any failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute as a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

The Parties have executed this Agreement as of the date shown above. The Parties have read and agreed to the terms of this Agreement.

02 July 2019

Signatures

MOW XML Co. Ltd.

Mr, Mrs, Miss:

Cédric FOURT

