CONFIDENTIALITY UNDERTAKING ("**Confidentiality Undertaking**")

This Confidentiality Undertaking is given by the Receiving Party (being the Party named on the signing page of this Confidentiality Undertaking), in favour of **Abu Dhabi Exhibitions Company (ADNEC) PJSC** a company incorporated under the Law No.18 of 2005 in the Emirate of Abu Dhabi with commercial license number CN 1148382 and with its address at P.O Box 5546 Abu Dhabi, UAE (**ADNEC**).

BACKGROUND

(A) ADNEC and the Receiving Party wish to enter into confidential discussions in relation to various business initiatives of ADNEC (the **"Projects"**).

(B) In connection with the Projects, ADNEC recognise that it may be necessary or desirable to provide the Receiving Party with certain Confidential Information.

(C) This Confidentiality Undertaking and its Standard Terms and Conditions attached as Schedule A hereto set out the terms on which ADNEC agrees to provide the Receiving Party with such Confidential Information.

The Receiving Party undertakes to ADNEC that in consideration of the disclosure of the Confidential Information (defined in the Standard Term and Conditions), and the entering into of discussions, between the Parties in relation to the Projects, the Receiving Party shall comply with the Standard Terms and Conditions of this Confidentiality Undertaking attached hereto as Schedule A.

Signed on behalf of:

Receiving Party: _____

Name: _____, duly authorized signatory of the Receiving Party

Position: _____

Signature: _____

Date: _____

Schedule A

Standard Terms and Conditions

ADNEC and the Receiving Party shall together be referred to as the **Parties** and individually a **Party**.

THE PARTIES AGREE TO THE FOLLOWING

1. INTERPRETATION

In this Confidentiality Undertaking, except where the context otherwise requires, the following terms shall have the following meanings:

ADNEC Group means ADNEC and its Affiliates;

an **Affiliate** of the Receiving Party, means any person directly Controlling, Controlled by or under direct or indirect Common Control with the Receiving Party;

an **Affiliate** of ADNEC means any person directly Controlling, Controlled by or under direct or indirect Common Control with ADNEC;

Authorised Recipients means, in relation to each Party, to the extent that they need access to Confidential Information for the purposes of, or in connection with, evaluating, negotiating or advising upon the Projects, the Party's respective Connected Persons and/or any other individuals who have received the written consent of the other Party to receive Information pursuant to the terms of this Confidentiality Undertaking;

Connected Persons means, in relation to each Party, each of the Party's respective, directors, officers, employees, agents, professional advisers and representatives;

Controlling (including the terms **Controlling**, **Controlled by** and **under Common Control**) with respect to the relationship between two or more persons, means the possession, directly or indirectly by equity ownership, contract or otherwise, of the power to direct the management or policies of the specified person;

Confidential Information means all information of whatever nature relating wholly or partly to the Projects or the affairs of ADNEC (or a member of ADNEC's Group) which:

(a) is supplied by or on behalf of ADNEC (or a member of its Group) to the Receiving Party or its respective Authorised Recipients whether orally, in writing or otherwise (including fax and other forms of electronic submission) and whether before or after the date of this Confidentiality Undertaking;

(b) is obtained by the Receiving Party or its Authorised Recipients or Group members in writing or orally, through or following discussions with the management, employees, agents or advisers of ADNEC;

(c) is acquired by observation or attendance by the Receiving Party or its Authorised Recipients at the offices or other premises of ADNEC (or a member of its Group); or

(d) consists of any reports, analyses, compilations, notes, studies, memoranda or other documents prepared by, on behalf of or for ADNEC (or member of its Group), to the extent derived from, containing or otherwise reflecting any Confidential Information described in (a), (b) and (c) above.

(e) **Receiving Party** means the party mentioned on the signing page of this Confidentiality Undertaking.

(f) references to a **person** shall be construed, as the context requires, as references to any natural person, company or other legal or governmental entity.

2. CONSIDERATION

2.1 This Confidentiality Undertaking is made in consideration of the disclosure of Confidential Information, and the entering into of discussions, between the Parties in relation to the Projects. The undertakings given by the Receiving Party in this Confidentiality Undertaking are, where relevant, given for the benefit of ADNEC for the Confidential Information in question and any member of ADNEC's Group to which such Confidential Information relates (whether directly or indirectly).

2.2 ADNEC shall not be under any obligation to accept any offer or proposal which may be made by the Receiving Party or a third party in consequence of or in connection with the Projects and ADNEC will not be responsible for any costs incurred by the Receiving Party or any third party in preparing and submitting any offer to ADNEC.

2.3 Notwithstanding of this Confidentiality Undertaking, the Receiving Party agree that nothing shall restrict or prevent ADNEC from entering into any agreement or pursuing the Projects with other third parties in the event the Parties have not reached an agreement.

3. DUTY OF CONFIDENTIALITY

3.1 The Receiving Party shall keep the Confidential Information secret and confidential and shall not without the prior written consent of ADNEC of the relevant Confidential Information (which may be withheld, in ADNEC's absolute discretion), disclose, copy, reproduce or distribute any of it:

(a) for any purpose other than the purpose set forth in Clause 3.2 below; or

(b) to any person other than an Authorised Recipient (on condition that they will not disclose, copy, reproduce or distribute it to any person who is not an Authorised Recipient).

3.2 The Receiving Party shall use the Confidential Information solely for the purpose of considering, evaluating or negotiating the Projects and not for any other purpose.

3.3 The Receiving Party will procure that each Authorised Recipient to whom Confidential Information is disclosed is made aware (in advance of disclosure) of the undertakings and other terms of this Confidentiality Undertaking, and will use its commercially reasonable endeavours to procure that each such person adheres to those undertakings and other terms as if that person were a party to this Confidentiality Undertaking. For the avoidance of doubt, the Receiving Party shall be responsible and liable for any breach(es) of the undertakings and other terms of this Confidentiality Undertaking by any of its Authorised Recipients and Connected Persons.

3.4 The Receiving Party shall keep the Confidential Information securely and properly protected against theft, damage, loss and unauthorised access (including access by electronic means) by any third party.

3.5 Without prejudice to the provisions of Clause 3.4, the Receiving Party shall inform ADNEC immediately if it becomes aware that Confidential Information has been disclosed to an unauthorised third party.

4. EXCEPTIONS

4.1 Clause 3 shall not apply to Confidential Information which:

(a) at the time of its supply by (or on behalf of) ADNEC is in, or subsequently comes into, the public domain, except through breach of any of the undertakings or other terms set out in this Confidentiality Undertaking;

(b) is already in the lawful possession of the Receiving Party, its Authorised Recipients or a member of its Group prior to disclosure under this Confidentiality Undertaking (as can be demonstrated by the Receiving Party's written records or other reasonable evidence);

(c) following disclosure under this Confidentiality Undertaking, comes lawfully into the possession of the Receiving Party, its Authorised Recipients or a member of its Group from a third party who does not owe

the Disclosing Party of that Confidential Information (or any member of that its Group) an obligation of confidence in relation to it (as can be demonstrated by such Party's written records or other reasonable evidence); or

(d) is required to be disclosed by law, regulation or any governmental or competent regulatory authority (including, without limitation, any securities exchange), provided that, so far as it is lawful and practical to do so prior to disclosure, the Receiving Party shall promptly notify ADNEC of the relevant Confidential Information of such requirement with a view, so far as is reasonably practical, to providing the opportunity for ADNEC to (i) contest at its own cost and expense such disclosure or (ii) agree the proposed form, timing, content and purpose of the disclosure.

5. ANNOUNCEMENTS

5.1 The Receiving Party undertakes that neither it nor any of its Authorised Recipients will, without the prior written consent of ADNEC, reveal to any person (other than an Authorised Recipient) or otherwise announce that the Projects is (or was) under consideration, that negotiations or discussions are (or were) taking place between the Parties, the status or progress of such negotiations (including termination of negotiations) or that Confidential Information has been provided or received.

5.2 The restrictions in Clause 5.1 above will not apply if, and to the extent that, an announcement is required by law, regulation or any governmental or competent regulatory authority (including without limitation, any securities exchange); provided that, so far as it is lawful and practical to do so prior to disclosure, the Receiving Party shall promptly notify ADNEC in advance of such requirement with a view, so far as it is reasonably practicable, to providing the opportunity for ADNEC to agree the form, timing, content and purpose of the announcement.

6. RETURN/DESTRUCTION OF CONFIDENTIAL INFORMATION

6.1 Upon the written request of ADNEC, the Receiving Party shall, to the extent reasonably practicable (and subject to Clause 6.2):

(a) return to ADNEC all documents containing Confidential Information provided (or otherwise made available) to it by or on behalf of ADNEC;

(b) destroy all analyses, memoranda or other documents derived from the Information provided (or otherwise made available) to it by or on behalf of ADNEC;

(c) to the extent reasonably practicable, expunge all Confidential Information provided (or otherwise made available) to it by or on behalf of ADNEC from any computer, word processor or other device, electronic or otherwise, containing such Confidential Information; and

(d) if so requested by ADNEC, deliver to ADNEC a certificate signed by an authorised individual confirming that the obligations contained in this Clause 6.1 have been complied with.

6.2 The obligations under Clause 6.1 shall not apply to the extent that the Receiving Party or any of its Authorised Recipients is required to retain such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body.

7. NO REPRESENTATION OR WARRANTY

7.1 The Receiving Party acknowledges and agrees, that:

(a) the Confidential Information provided to it does not purport to be comprehensive and that no representation or warranty, express or implied, is made as to the accuracy, reliability or completeness of that Confidential Information ;

(b) ADNEC (and any of its Connected Persons) shall not:

i. have any liability to the Receiving Party or to any other person resulting from the use of Confidential Information by the Receiving Party or person or its Authorised Recipients; or

ii. be under any obligation to provide further Confidential Information, update Confidential Information or correct any inaccuracies in Confidential Information.

This Clause 7.1 does not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

7.2 Except as expressly set out in this Confidentiality Undertaking, the Receiving Party acknowledges and agrees that ADNEC (and its Connected Persons) shall not have any duty of care to it or to its Authorised Recipients or to any other person.

8. GENERAL

8.1 Without affecting any other rights or remedies that ADNEC (and its Connected Persons) may have, the Receiving Party acknowledges that a person with rights under this Confidentiality Undertaking may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. Accordingly, the Receiving Party hereby acknowledges without proof of actual damages that injunctive relief, specific performance or other equitable relief in favour of ADNEC (or its Connected Persons) is an appropriate and necessary remedy for any threatened or actual breach of the terms of this Confidentiality Undertaking. The Receiving Party also waives any rights of objection in relation to ADNEC seeking such remedies under this Clause 8.1.

8.2 No failure or delay by ADNEC in exercising any right, power or privilege under this Confidentiality Undertaking will operate as a waiver of it, nor will any single or partial exercise of any right, power or privilege under this Confidentiality Undertaking preclude it from further exercising such or any other right, power or privilege under this Confidentiality Undertaking or otherwise.

8.3 Nothing contained in this Confidentiality Undertaking shall be construed as prohibiting ADNEC or it's Connected Persons from pursuing any other remedies available to it.

8.4 The undertakings and other terms set out in this Confidentiality Undertaking shall be valid for period of five (5) years from the date of this Confidentiality Undertaking.

8.5 If any provision of this Confidentiality Undertaking is held to be illegal, invalid or unenforceable, that provision shall (so far as it is illegal, invalid or unenforceable) be given no effect and shall be deemed not to be included in this Confidentiality Undertaking, but that shall not affect the legality, validity or enforceability of any other provision of this Confidentiality Undertaking.

8.6 Save as expressly set out in this Confidentiality Undertaking, a person who is not party to this Confidentiality Undertaking shall have no right to enforce any of its terms.

8.7 Each Party hereby confirms that it is acting in this matter as principal and not as an agent or broker for any other person.

8.8 To the extent that any Confidential Information is covered or protected by legal advice, litigation, common interest or any other applicable privilege or doctrine, disclosure of such Confidential Information to the Receiving Party or its Authorised Recipients does not constitute a waiver of any such privilege. The Receiving Party agrees to assert all such privileges in opposition to any request for disclosure of Confidential Information propounded by any third party.

8.9 Unless and until a definitive Confidentiality Undertaking between the Parties regarding the Projects has been executed, ADNEC will not be under any obligation whatsoever to negotiate or conclude the Projects and any termination of discussions or negotiations by ADNEC shall be without liability to the Receiving Party.

8.10 This Confidentiality Undertaking may be executed in any number of counterparts which may be executed and delivered by fax or other electronic signature (including portable document format "PDF") by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by fax as if the original had been received.

8.11 Each Party shall pay the costs and expenses incurred by it in connection with entering into this Confidentiality Undertaking.

8.12 The undertakings of each Party under this Confidentiality Undertaking are given for the benefit of (and shall be enforceable by) each member of the other Party's Group without prejudice to any other remedies available to that other Party (or its Group Members).

8.13 The Receiving Party shall defend and hold harmless ADNEC and/or ADNEC's Group, from and against any loss, claim, expense, damage, cost or liability suffered or incurred by ADNEC and/or ADNEC's Group, its respective directors, employees and agents arising as a consequence of any breach of this Confidentiality Undertaking. This Clause 8.13 shall remain in full force and effect notwithstanding any termination or expiry of this Confidentiality Undertaking

9. GOVERNING LAW AND JURISDICTION

9.1 This Confidentiality Undertaking and the relationship between the Parties shall be governed by, and construed in accordance with the laws of the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates as applied in the Emirate of Abu Dhabi.

9.2 The Parties submit to the exclusive jurisdiction of the courts of the Emirate of Abu Dhabi.