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| **CONFIDENTIALITY AGREEMENT** |

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| **Parties** |  | **Jetstream Partners Limited**  **77 Robinson Road**  **Hong Kong, SAR**  (“**Discloser**”) | **(“Recipient”)** | | |
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| **Confidential Information** |  | 1. The Recipient has requested that the Discloser provide it information about the Discloser and its related bodies corporate in connection with [ a possible acquisition of or investment into ] (“**Purpose**”). 2. The Discloser has agreed to disclose confidential information to the Recipient on the basis set out in this agreement. 3. The Recipient agrees to keep such information confidential pursuant to the General terms scheduled to this agreement. The Recipient gives the undertakings in this agreement in consideration of the information being disclosed to it. | | | |
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| **Date of agreement** |  |  | | | |
| **We accept this confidentiality agreement** | | | | | |
| |  |  |  | | --- | --- | --- | | **SIGNED** by James NUZUM for and on behalf of Discloser:    Signature of witness    Name of witness (block letters) | )  )  )  )  )  )  )  )  )  ) | Signature of James NUZUM, Director | | | | | |
| |  |  |  | | --- | --- | --- | | **SIGNED** by    Signature of Director  Name of Director (block letters) | )  )  )  )  ) | ……………………………………………..  Signature of Director/Secretary      Name of Director/Secretary (block letters) | | | | | |

**Schedule: General terms of confidentiality**

What is confidential?

# 1 All information which will be provided by the Discloser to the Recipient for the Purpose constitutes confidential information unless it is of a type described in clause 3.6 (“Confidential Information”). The Recipient agrees not to disclose the Confidential Information to third parties, except in accordance with the terms of this agreement.

Disclosure

# 2 Neither the Discloser nor the Recipient may disclose the existence or terms of this agreement or the content of, any communications between the parties concerning the Purpose of this agreement, except as permitted by clause 3.2 or as required by law or by any securities exchange or by any court or after obtaining the other party’s prior written consent.

How must the Recipient treat Confidential Information?

3.1 The Recipient must use the Confidential Information solely for the Purpose. The Recipient must not use or exploit the Confidential Information for any other purpose, or allow any other person to do so without the prior written consent of the Discloser.

3.2 The Recipient may only disclose the Confidential Information to its directors, employees or advisers (“**Third Party Recipients**”), and must ensure that the Third Party Recipients only use it or disclose it as required in connection with the Purpose, and then only on a confidential basis. The Recipient must ensure that any person to whom it discloses the Confidential Information complies with the terms of this agreement. This agreement does not give the Recipient or any person to whom it discloses the Confidential Information any right, title or interest in the Confidential Information.

3.3 The Recipient must take reasonable steps to protect the Confidential Information and keep it secure from unauthorised persons.

3.4 The Recipient must inform the Discloser as soon as practicable if the Recipient:

(a) becomes aware or suspects that there has been a breach of these obligations; or

(b) is required to disclose the Confidential Information by law or by any securities exchange or by any court.

3.5 If the Purpose is not pursued, or if the Discloser asks for it earlier, the Confidential Information must either be returned to the Discloser, together with all copies, notes and memoranda relating to it, or the Recipient must destroy the information, and the Recipient must certify that it has been destroyed or returned (as applicable). Nothing in this clause 3.5 requires the return or destruction of any board or investment committee papers of the Recipient prepared in connection with the Purpose.

3.6 The Recipient does not have to treat as confidential, and this agreement does not otherwise apply to, information:

(a) which is in or becomes part of the public domain, except information that is or becomes so because it has been disclosed without authority; or

(b) which is lawfully known to it before the date of this agreement; or

(c) which is or becomes available to it from another person who is in possession of it lawfully and can disclose it to the party on a non-confidential basis.

No representations for accuracy of information

4 The Recipient acknowledges that:

(a) neither the Discloser nor any of its related bodies corporate has made or makes any representation or warranty, express or implied, as to the accuracy, content or completeness of the Confidential Information, save as may otherwise be provided in any subsequent agreement; and

(b) the Discloser is under no obligation, by this agreement, to notify the Recipient, or provide any further information to the Recipient, if it becomes aware of any inaccuracy, incompleteness or change in the Confidential Information; and

(c) it must make its own assessment of all Confidential Information provided to it and satisfy itself as to the accuracy, content or completeness of that information, including any financial information or forecasts.

The Recipient not to approach

5.1 The Recipient must not, and must ensure that none of its employees or advisers engaged on the Purpose, without the prior written consent of the Discloser:

(a) for a period of twenty four months contact the prospective vendor of Project [ ]; or

(b) for a period of twenty four months contact any adviser, client or supplier of the Project [ ] or a related body corporate to discuss the Purpose; or

(c) for a period of twenty four months contact any officer or employee of the Discloser or a related body corporate to discuss the Confidential Information (other than those officers or employees nominated by the Discloser and then only for the Purpose and in accordance with this agreement); or

(d) for a period of twelve months solicit or encourage any employee to leave the employment of Project [ ] or a related body corporate.

5.2 Clause 5.1(d) does not prohibit the Recipient or any of its employees or advisers from hiring any employee of the Discloser or a related body corporate where:

#### (a) that employee approached the Recipient on his or her own initiative without solicitation; or

#### (b) that employee was initially approached by an independent employment agency that was not directed to contact the employee by the Recipient; or

#### (c) that employee approached the Recipient as a result of general advertising not specifically directed to employees of the Discloser or its related bodies corporate; or

#### (d) that employee was identified by an employee or representative of the Recipient that was not aware of the Purpose and did not have access to the Confidential Information either directly or indirectly.

Term

6 This agreement terminates on the date that is two years from the date of this agreement or the date that the Recipient and the Discloser (or their related bodies corporate or affiliates) enter into a further agreement which contains provisions superseding the terms of this agreement, whichever occurs first.

General

7.1 This agreement may be varied only if both parties agree in writing. If the Discloser does not exercise a right at any time in connection with a default under this agreement, this does not mean that it has waived the right or cannot exercise it later.

7.2 References in this agreement to the Recipient include the related bodies corporate of the Recipient, and the Recipient agrees to procure that its related bodies corporate adhere to this agreement as if they were named as the Recipient in it.

7.3 The Recipient understands that if it breaches its obligations under this agreement, damages will not be an adequate remedy to the Discloser and its related bodies corporate and that the Discloser may apply to a court for an order preventing the Recipient from breaching its obligations and seek any other appropriate remedy, whether in law or equity.

7.4 The Recipient agrees and acknowledges that the Discloser enters into this agreement for itself and for the benefit of the Discloser’s related bodies corporate and affiliates which make Confidential Information available.

7.5 This agreement is covered by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.

7.6 This agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.