

**SHARE TRUST
CONFIDENTIALITY AGREEMENT**

We / I [] of [] (the '**Recipient**') in order to evaluate certain precedent trust instruments (the '**Share Trust**'), hereby request Harneys Trustees Limited ('**Harneys**') of Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, British Virgin Islands to provide the Recipient with an electronic copy of the Share Trust on and subject to the following provisions.

For a period of **30** days commencing on the date of this [email/fax] the Recipient undertakes to:

- (a) receive and keep the Share Trust secret and confidential and not to disclose (by any means whatsoever) the Share Trust to any third party;
- (b) take all necessary precautions to ensure that such undertaking is enforced and is enforceable;
- (c) use the Share Trust only for the purpose of evaluation and consideration;
- (d) only disclose the Share Trust under binding obligations of confidence (which it undertakes to enforce and for which it is legally responsible) to its principal, client, those of its subsidiaries, employees, sub-contractors, seconded staff, officers, directors, agents, consultants, legal counsel, and collaborators as need to have access thereto wholly necessarily and exclusively for the purposes of evaluation and consideration; and
- (e) not without the previous written consent of Harneys to make any commercial use of or make any commercial gain from the Share Trust or seek to obtain any protection of the intellectual property contained in the Share Trust.

Upon expiration of the above term of **30** days, the Recipient undertakes to immediately destroy all copies of the Share Trust, whether in electronic form, paper or otherwise and expressly confirm in writing such destruction to Harneys.

The validity, construction and performance of this Agreement shall be governed by the laws of the British Virgin Islands. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in the British Virgin Islands to which the parties to this Agreement hereby submit.

AGREED by [] [through their authorized signatories]:
