

INVESTMENT, LLC

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-disclosure Agreement (the "NDA") is made
this _____ (the "Effective Date") and entered
into by and between:

Name of Company:

Address:

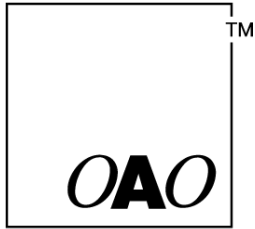
(the "Company")

AND

OAO Investment, LLC
49 Le Mer Plaza, Suite 127
Jumeirah, Dubai, UAE

(“OAO Investment”)

***(Company and OAO Investment may also be referred to
individually as a "Party" or collectively as the "Parties")***



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WHEREAS the Parties wish to discuss **(the "Purpose")** which could require either Party or its affiliates **(collectively, the "Disclosing Party")** to disclose to the other Party or its affiliates **(collectively, the "Receiving Party")** certain Confidential Information owned by and/or relating to the Disclosing Party;

AND WHEREAS the Parties acknowledge that such Confidential Information shall remain confidential and shall be used solely for the Purpose.

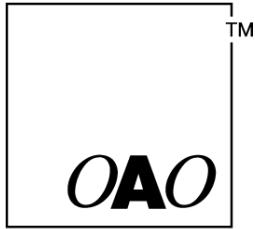
NOW THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Definitions. For the purposes of this NDA,

(a) "Confidential Information" means any and all information of a business, technical, operational or of any other nature that is not generally available to the public and that a reasonable person would consider to be proprietary or confidential in nature, including without limitation, intellectual property, trade- secrets, processes, systems, computer programs/software, source code, knowledge, know-how, financial data and marketing, methods and research and development programs (whether now known or in the future developed) and however communicated, be it by written, electronic, verbal, visual or other means.

Confidential Information shall also include any information obtained by either Party about the other prior to the Effective Date which would otherwise qualify as Confidential Information.

However, Confidential Information does not include information which:

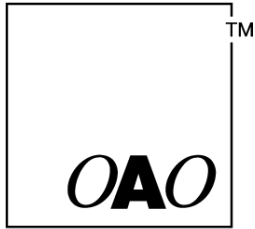


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- is now, or hereafter becomes, through no act or failure to act on the part of a Receiving Party, generally known or available to the public;
- was acquired by a Receiving Party before receiving such information from the Disclosing Party and without restriction as to use or disclosure;
- is hereafter rightfully furnished to a Receiving Party by a third party, without restriction as to use or disclosure; or
- is information which a Receiving Party can document was independently developed by it or on its behalf without reference to the Disclosing Party's Confidential Information.

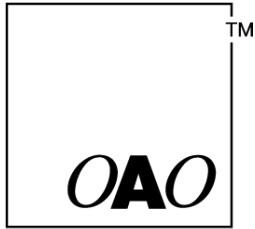
2. Use of Confidential Information. Each Party agrees:

- to use Confidential Information only for the Purpose and to the extent that this NDA allows;
- to use all reasonable and prudent efforts to keep the Confidential Information strictly confidential and to protect and safeguard the Confidential Information from misuse, loss, theft, publication, destruction or the like;
- not to, without the prior written consent of the Disclosing Party, disclose, disseminate or provide access to the Disclosing Party's Confidential Information to anyone, other than its affiliates and its and their respective directors, officers, employees, agents, consultants, professional advisors, actual and potential lenders and other sources of financing (collectively, "Representatives"), who (a) need to know the Confidential Information exclusively for the Purpose and to the extent that this NDA allows, (b) are informed of the strictly confidential nature of the Confidential Information, and (c) are under obligations of confidentiality and restrictions on use at least as stringent as those contained herein which apply to the Confidential Information of the Disclosing Party;



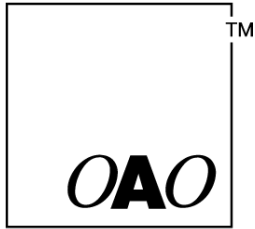
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- to be responsible for any breach of this NDA by any of its Representatives; and
 - not to, and cause all those for whom a Receiving Party may be responsible in law, not to, disclose, disseminate, misuse, use without authorization, reverse engineer or commit acts of espionage, piracy, theft or other unauthorized use of the Confidential Information.
3. **Title.** Each of the Receiving Parties agrees that all Confidential Information furnished by the Disclosing Party shall remain the sole property of the Disclosing Party. Nothing herein grants to any of the Receiving Parties any license, by implication or otherwise, to use any Confidential Information except as expressly provided in this Agreement.
4. **Term.** The Parties' obligations under this NDA shall commence on the Effective Date and, subject to the following sentence, continue until the earlier of (i) such time as the Parties enter into a formal business agreement containing confidentiality provisions which supersede and replace the terms hereof, or (ii) three (3) years from the last date where Confidential Information has been provided by the Disclosing Party; provided, that the restrictions on the use and disclosure of Confidential Information obtained by a Receiving Party prior to expiration or termination of this NDA shall survive such expiration or termination for so long as such information remains Confidential Information.
5. **Notice of Unauthorized Use.** Each Party will notify the other Party in writing promptly following the discovery of any unauthorized use or disclosure of the Confidential Information or any other breach of this NDA. The Parties will co- operate with each other in every reasonable way to prevent further unauthorized use, disclosure or breaches of this NDA.



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6. **No Warranty.** Each Party understands and acknowledges that the Disclosing Party makes no representation or warranty in relation to Confidential Information, its adequacy, accuracy, completeness or fitness for any purpose and that, except as expressly agreed in writing, the Disclosing Party shall not be liable for any loss or damage of or to a Receiving Party arising from the use of the Confidential Information, however caused. All representations or warranties, whether express or implied, including fitness for a particular purpose, merchantability, title, and non- infringement, are hereby disclaimed.
7. **Assignment.** Neither Party may assign, pledge, or otherwise transfer its rights or delegate its duties or obligations under this NDA without the prior written consent of the other which consent shall not be unreasonably withheld or delayed.
8. **Protective Orders.** If a Receiving Party is required or becomes compelled, pursuant to any law, rule, regulation or order of any court, stock exchange or other governmental or regulatory organization of competent jurisdiction, with whose rules such Receiving Party is required to comply, to disclose a Disclosing Party's Confidential Information, the Receiving Party shall, as far as legally permitted, promptly (and, in any event, before complying with any such requirement) notify the other Party in writing of the same and of the action which is proposed to be taken in response, and use all commercially reasonable efforts to cooperate with the other Party in taking legally available steps to resist or limit the disclosure and to obtain an appropriate protective order or other assurance that confidential treatment will be afforded to the Disclosing Party's Confidential Information required to be disclosed. A Receiving Party compelled to disclose the Disclosing Party's Confidential Information shall only furnish that portion of the Confidential Information which is legally required to be disclosed. In any event, each

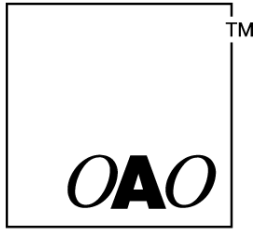


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Party shall use all commercially reasonable efforts to ensure that any required public disclosure shall be mutually agreed to with the other Party as to the form and content thereof and shall be made either jointly or simultaneously or as the Parties may otherwise agree in writing.

9. **Legal Remedies.** Each Party understands and agrees that a failure to perform its obligations under this NDA may cause irreparable injury and damages to the other Party for which monetary damages may be impossible to ascertain or would be an inadequate remedy and which may be considered a breach of contract and breach of confidence. As a result, the Party who may be injured or damaged will be entitled to seek immediate preliminary and final injunctive relief and other equitable relief, in addition to the recovery of damages and all other remedies available to it under applicable law, to prevent a breach of this NDA if threatened. The successful Party in any action or proceeding brought to enforce this NDA will be entitled to recover the costs, expenses and fees incurred in any such action or proceeding, including, without limitation, reasonable attorneys' fees and expenses.

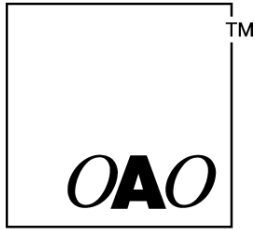
10. **Post Termination.** Promptly upon the expiration or termination of this NDA but in any event no later than thirty (30) days from such expiration or termination, unless the Parties have entered into a formal business arrangement which continues to protect the Confidential Information, each Receiving Party shall, upon request of the Disclosing Party, either (i) destroy all Confidential Information of the Disclosing Party in its possession, including all copies thereof or (ii) if so requested in writing by the Disclosing Party, return the Confidential Information in its possession to the Disclosing Party, and furnish the Disclosing Party with a written confirmation of such destruction or return, as the case may be. Notwithstanding the foregoing, any Confidential Information that is stored on routine back-up media solely for the purpose of disaster



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recovery or for archival purposes as a means of determining any continuing obligations under this NDA, will only be required to be destroyed in due course in accordance with the Receiving Party's data storage policies, provided that employees are precluded from accessing such Confidential Information in the ordinary course of business prior to its destruction.

11. **Severability.** If any provision of this NDA is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is taken, that provision will be deemed to be removed and the remaining provisions of this NDA will not be affected thereby and will remain valid and enforceable. In the event that any portion of this NDA is deemed to be removed or becomes invalid or unenforceable, the Parties will negotiate in good faith such changes to this NDA as will best preserve the benefits and obligations of such invalid or unenforceable provision.
12. **Entire Agreement.** This NDA constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, promises, warranties, covenants or undertakings other than those contained in this NDA, which represents the entire understanding of the Parties.
13. **Governing Law and Forum.** This NDA shall be construed and enforced exclusively under the laws of Ontario without application of the principles of conflict of laws thereof. The Parties hereby irrevocably submit and attorn to the exclusive jurisdiction of the courts of Ontario provided, however, that nothing herein will affect their right to record and enforce in any jurisdiction outside Ontario.



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14. **Relationship.** Nothing in this NDA may be construed to impose any obligation on the Parties to disclose Confidential Information to or receive Confidential Information from the other Party. This Agreement does not create a joint venture, partnership, franchise, agency or other formal business relationship or entity of any kind, or any obligation to form any such relationship or entity, beyond the current relationship between the Parties. Each Party will act as an independent contractor and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other.

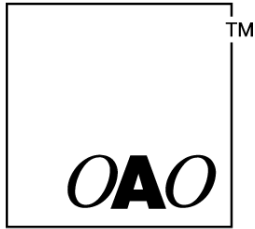
15. **No waiver.** No waiver of any provision of this NDA, whether express or implied, and whether by conduct or otherwise, in any one or more instances, shall be valid unless the same shall be in writing and any such valid written waiver shall not be construed as a further or continuing waiver beyond its express terms.

16. **No Alteration.** This NDA may not be altered or amended except by an instrument in writing and executed by the Parties to this NDA.

17. **Headings.** The headings used in this NDA are inserted for convenience only and shall not be construed as part of this NDA.

18. **Binding.** This NDA will be binding upon and enure to the benefit of the Parties hereto and their permitted successors and assigns.

19. **Copies.** This NDA may be executed in more than one copy and shall become operative when each Party has executed and delivered at least one copy.



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20. **Execution.** The transmittal of signatures by facsimile or other electronic form is good and valid execution of this NDA and is legally binding upon the Parties.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereto, have caused this NDA to be executed by their duly authorized and empowered representatives.

Company Name:

OAO Investment, LLC.

By:

By:

Name:

Name: Rajendra B. Shrestha

Title:

Title: Chief Executive

Officer

I have authority to bind

I have authority to bind the

the company.

company