



**Capital Street Consultants**  
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[Date]

**Personal and Confidential**

Mr. []  
[]  
[]  
PO Box []  
Dubai, UAE

Capital Street Consultants, a Dubai company doing business as Capital Street Partners or CapitalStreet.Net (“Capital Street”), has been retained by a UAE based [generic description] referred to in the attached anonymous executive summary as “[Anonymous Name]” or “the Company” to serve as its exclusive financial advisor in solicitation of offers to purchase or otherwise acquire interests in the Company (“the Transaction”). The Company and, on its behalf Capital Street, will, at their discretion, provide you with Confidential Information for your consideration of a Transaction . You will be referred to in this Agreement as the “Potential Buyer”. This Agreement constitutes a non-circumvention and non-disclosure agreement between the Potential Buyer and Capital Street. The Potential Buyer’s confidentiality obligations under this Agreement shall be to the benefit of both Capital Street and the Company and the Potential Buyer’s agrees that the Company may individually seek all legal available remedies to protect its interest in case of breach of the Potential Buyer’s confidentiality obligations hereunder.

Capitalized terms, unless defined in the body of this Agreement, shall have the meanings assigned to them in Annex 1 attached to this Agreement.

1. The Potential Buyer agrees that the Confidential Information will be used solely for the purpose of evaluating a possible Transaction with the Company. The Potential Buyer also agrees that it and its representatives, including its investors and financing sources and any person in its employ or otherwise working or associated with it in connection with the proposed Transaction will not disclose any of the Confidential Information to any third party, except as required by applicable law or legal process, without the prior written consent of the Company. It is provided, however, that any Confidential Information may be disclosed to the Potential Buyer’s representatives who need to know such information for the purpose of evaluating a possible Transaction with the Company and who agree prior to receiving the Confidential Information, to keep such information confidential and to be bound by this Agreement to the same extent as if they were parties thereto.
2. The Potential Buyer agrees that without the prior written consent of the Company, it and its representatives will not disclose to any third party either the fact that discussions or negotiations are taking place or may take place concerning a possible Transaction with the Company or any of the terms, conditions or other facts with respect to any such possible Transaction including the status thereof. Disclosure of the Confidential Information, including the Company’s consideration of a sale transaction, to the Company’s customers, agents, suppliers, or distribution channel partners is prohibited, except as explicitly authorized in writing by the Company or its advisor Capital Street as part of a “due diligence process”.
3. In the event that the Transaction contemplated by this Agreement is not consummated, for any reason, neither the Potential Buyer nor its representatives shall, without the prior written consent of the

Company, use or disclose any of the Confidential Information for any purpose.

4. If either party hereto shall determine that it does not wish to proceed with the proposed Transaction, such party shall promptly advise the other party of that decision. In that case, or in the event that the Company, in its sole discretion, so requests that the Confidential Information be returned, the Potential Buyer agrees, upon the Company's written request, to promptly deliver to the Company all Confidential Information, and/or, at its election, return or destroy (provided that any such destruction shall be certified by the Potential Buyer's duly authorized representative) all copies, reproductions, summaries, analyses or extracts thereof or based thereon (whether in hard-copy form or on intangible media, such as electronic mail or computer files) in the Potential Buyer's possession or in the possession of any of its representatives.
5. In the event that the Potential Buyer or its representatives is requested in any legal proceeding to disclose any Confidential Information, it will give the Company prompt notice of such request so that the Company may seek an appropriate protective order. If, in the absence of a protective order, the Potential Buyer or its representatives are nonetheless compelled to disclose such Confidential Information, the Potential Buyer or its representatives, as the case may be, may disclose such information to the extent compelled to do so in such proceeding, without liability hereunder; provided, however, that the Potential Buyer or its representative as the case may be gives the Company written notice of the information to be disclosed as far in advance of its disclosure as is practicable.
6. The Potential Buyer understands that neither the Company nor any of its representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and the Potential Buyer agrees that neither the Company nor any of its representatives shall have any liability to the Potential Buyer or any other person resulting from any use or reliance on the Confidential Information.
7. The Potential Buyer agrees that for a period of two years from the date hereof, neither the Potential Buyer nor any of its affiliates nor an agent acting on the Potential Buyer's behalf will, without the prior written consent of the Company, directly solicit for employment any employees of the Company with whom the Potential Buyer's employees, personnel, investors have had contact with or have been identified to the Potential Buyer during the evaluation of a possible Transaction; provided, however, that general solicitations of employment by advertising or other intermediary not directed at employees of the Company shall not constitute a violation of this provision.
8. The foregoing obligations as to secrecy and non-use shall not apply to information received from the Company hereunder,
  - (i) which is or becomes public knowledge through no fault of the Potential Buyer and/or its representatives, or
  - (ii) which is made available to the Potential Buyer and/or its representatives by an independent third party having the lawful right to do so, or
  - (iii) which is already in the possession of the Potential Buyer and/or its representatives at the time of receipt from the Company from someone other than the Company (and such prior possession can be properly demonstrated by it), or
  - (iv) which relates to matters independently developed by the Potential Buyer and/or its representatives without reference to the Confidential Information.
9. You recognize that Capital Street Consultants has been offered contingent commission that will be paid by the Company at the closing of the Transaction. You are hereby informed that any unpaid commission balances are an obligation of the Company and Capital Street will have recourse against the Company and

the Potential Buyer in the event that its commissions are not paid. You agree to provide Capital Street with timely copies of any indications of interest, offers of sale, purchase and sale agreements, closing statements, payment notifications or any other records related to a transaction between you and the Company. Such notifications may be sent via email to [steve@capitalstreetpartners.com](mailto:steve@capitalstreetpartners.com).

10. The Potential Buyer and/or its Affiliates, stockholders, partners, agents and other associated entities of whatsoever nature shall not, in any manner (direct and/or indirect) contact the Company except through Capital Street, nor in any manner shall solicit and/or conduct any transaction with the Company, unless granted an express written permission by Capital Street. The Potential Buyer also undertakes not to make use of a third party to circumvent its obligations under this Clause.
11. The Potential Buyer shall not in any way whatsoever circumvent and/or bypass Capital Street in any transactions with the Company and/or attempt such circumvention by involving third parties and/or Affiliates to avoid or reduce the fees, costs, expenses, commissions due to Capital Street
12. In the event of circumvention by the Potential Buyer and/or any Affiliates in violation of this Agreement, whether direct and/or indirect, Capital Street shall be entitled to claim from the Potential Buyer a monetary compensation equal to the maximum earnings it would have realized from such a transaction had the transaction been made by and/or through Capital Street, plus reimbursement of any and all expenses, including any and all legal fees incurred with a view to obtaining such compensation through legal consultation and/or court proceedings.
13. This Agreement shall expire one year from the date hereof. This Agreement shall be subject to the laws of the United Arab Emirates and any dispute arising out of this Agreement shall be settled by arbitration in accordance with the Rules of Arbitration (the "Rules") of the Dubai International Arbitration Centre ("DIAC") by one arbitrator appointed in accordance with the said Rules. The arbitration shall take place in Dubai and conducted in English. The award shall be final and binding upon the Parties and shall decide upon all matters in dispute including the allocation of arbitration costs.

Please acknowledge your agreement to the foregoing by countersigning this letter in the place provided below and returning one copy.

Very truly yours,  
Capital Street Partners

By: \_\_\_\_\_  
Stephen A McIntire  
Managing Director

Confirmed and agreed to:  
Companies:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Annex 1**  
**Definitions**

- “Affiliate”** means any Person directly or indirectly, controlling, controlled by, or in common control with the Potential Buyer.
- “Agreement”** means this Agreement together with any amendments to this Agreement as may be agreed in writing from time to time by the Parties;
- “Confidential Information”** means the information, including but not limited to, all lists of customers, know-how, designs, drawings, product specifications, plans, sales, sales targets, sales statistics, market share statistics, marketing surveys and reports, marketing research and advertising and any other marketing and financial information and all other proprietary information, whether or not in writing, relating to the Company’s business, shareholders, or Persons having Control over the Company, and the Company’s subsidiaries, branches and Affiliates that may be disclosed by the Company and/or Capital Street to the Potential Buyer and/or its representatives for the purposes of the Transaction.
- “Control”** means, in relation to a corporate body, the right for one or more Persons, whether in law or in fact, to secure by means of the holding of shares or equivalent rights bearing more than fifty (50) per cent of the voting rights attached to all the shares held by that Person, or by having the power to control the composition of the board or management committee or similar body of that Party, such that all or a substantial portion of the affairs of that Party are conducted in accordance with the wishes of that Person or Persons;
- “Person”** means any individual, firm, corporation, partnership, limited liability company, joint venture, trust, unincorporated association or organization, business, enterprise or other entity; and