

Non Disclosure Agreement

THIS AGREEMENT is made on the _____

BETWEEN.

(hereinafter referred to as "Receiving Party")

AND

FRONTIER CAPITAL PARTNERS LTD
Level 26, East Tower, World Trade Centre
Colombo 1, Sri Lanka

(hereinafter referred to as 'Disclosing Party')

WHEREAS FRONTIER CAPITAL PARTNERS LTD and _____
(hereinafter referred to as 'the Parties') wish to exchange certain information of a confidential nature and wish to protect such information in the manner set out in this Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS IN CONSIDERATION OF THE PROMISES EXCHANGED HEREIN THAT:

- 1 The Receiving Party shall hold in confidence all information submitted by Frontier Capital Partners Ltd (hereinafter refer to as the Disclosing Party) relating to the investment opportunities offered and/or any other information disclosed to the Receiving Party by the Disclosing Party from time to time. (hereinafter referred to as 'Confidential Information').
- 2 The Receiving Party shall apply to all Confidential Information disclosed in accordance with the provisions of this Agreement the same degree of care with which it treats and protects its own proprietary information against public disclosure. All such Confidential Information shall not be disclosed to any third party without the written consent of the Disclosing Party. Where such consent is granted disclosure shall only be made to a third party where such a third party accepts similar obligations of confidence to those contained in this Agreement. The Receiving Party will enforce such obligations of confidence against the third party at the request and expense of the Disclosing Party. The Receiving Party also acknowledge that in view of some of the companies whose shares are listed on the trading floor of the Colombo Stock Exchange, knowledge of Confidential Information could constitute insider information under applicable legislation and any trading in shares based on insider information may constitute a criminal offence under such legislation.
- 3 The Receiving Party agree not to contact, discuss or negotiate directly or indirectly with sellers, owners, brokers or investment advisors, directors, shareholders or employees of owning company, holding companies, subsidiary or related companies, or any other person directly or indirectly connected with regard to the investment opportunities offered or information disclosed by the Disclosing Party under any circumstances whatsoever without the written consent of the Disclosing Party.
- 4 Copies or reproductions of the Confidential Information shall not be made without the consent of the Disclosing Party and all copies made shall be the property of the Disclosing Party. The Receiving Party shall undertake to return all Confidential Information and copies to the Disclosing Party within thirty days of receipt of a written request.
- 5 The Receiving Party shall not use the Confidential Information for any purpose other than the purpose of investment appraisal and the Receiving Party shall ensure that internal dissemination of Confidential Information is on a strict 'need to know' basis.
- 6 The Receiving Party acknowledges that Confidential Information contains valuable proprietary information of the Disclosing Party and that unauthorised disclosure could cause commercial and economic loss to the Disclosing Party which may not be remedied by the award of damages alone.

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- 7 For the purposes of this Agreement information and ideas shall not be considered to be Confidential Information to the extent that such information and ideas:
- (a) are identified by the Disclosing Party in writing at the time of disclosure as not being confidential in nature; or
 - (b) are in or pass into the public domain other than by breach of this Agreement by the Receiving Party; or
 - (c) can be shown by the Receiving Party to have been known to them prior to the disclosure by the Disclosing Party; or
 - (d) are disclosed to the Receiving Party without restriction by a third party having full right to disclose; or
 - (e) can satisfactorily be shown to have been developed by or for the Receiving Party independently of the disclosure; or
 - (f) are approved to the Receiving Party for general release by written consent of the Disclosing Party; or
 - (g) are required by law or any governmental or other regulatory authority to be disclosed.
- 8 The obligations hereto relating to the confidentiality and use of information and ideas shall survive the termination of this Agreement by a period of 2 years.
- 9 The Receiving Party shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Disclosing Party. This Agreement shall endure to the benefit of and shall be binding on the successors and permitted assignees of the Receiving Party.
- 10 Nothing in this Agreement shall be deemed to be an assignment or to grant a licence directly or by implication under any registered design, unregistered design, trade mark, trade name, patent, copyright, trade secret or patent application.
- 11 Each party undertakes not to disclose or permit disclosure, by any director, partner or employee, without the prior written consent of the other party, the fact that the Mandate has been given or the nature or purpose of the Mandate.
- 12 This Agreement shall continue in force from the date hereof until terminated by mutual consent or by either party giving the other not less than one month's written notice.
- 13 In the event of termination, the Receiving Party will promptly return to the Disclosing Party or will destroy (as directed by the Disclosing Party) all original versions and copies of the Confidential Information of which it is in possession and will procure that all other copies of the Confidential Information and all reports and analyses incorporating any part of the Confidential Information are destroyed forthwith.
- 14 All notices under this agreement shall be in writing, sent by facsimile or first class registered delivery post to the address of which such party as given above. The date of service shall be deemed to be the first normal business day following the day on which the notice was transmitted or posted as the case may be.
- 15 This Agreement constitutes the entire understanding between the Parties related to the protection of Confidential Information disclosed hereunder and supersedes all prior and collateral communications, reports and understanding between the Parties hereto relating to the Confidential Information.
- 16 The invalidity or unenforceability of any part of this Agreement for any reasons whatsoever shall not affect the validity or enforceability of the remainder.
- 17 This Agreement will be governed by and interpreted in accordance with the Laws of Sri Lanka and will be subject to the jurisdiction of the Courts of Sri Lanka.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorised representatives the day and year first above written.

Signed for and on behalf of
FRONTIER CAPITAL PARTNERS LTD
Director

Signed for and on behalf of

Designation:
Name: