

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "**Agreement**") is made on the [redacted] day of [redacted] 2011 by:

- (1) [redacted], whose address is [redacted], and whose facsimile number is [redacted] ("**Recipient**"), *in favor of and for the benefit of*:
- (2) **FEDERAL AUTHORITY FOR NUCLEAR REGULATION**, whose postal address is Crescent Tower, Tower C, Mezzanine Floor, Sheikh Zayed First Street, Khalidiya, P.O. Box 112021, Abu Dhabi, United Arab Emirates ("**UAE**") and whose facsimile number is +971 2 651 6661 ("**FANR**").

BACKGROUND

- (A) FANR has certain business plans in relation to requests for proposal, tendering and procurement process that may involve the Recipient (the "**Purpose**").
- (B) In consideration of FANR providing the Recipient with the opportunity to engage in discussions and communications with FANR in relation to the Purpose, the Recipient grants this Agreement in favor of and for the benefit of FANR on the terms and conditions set out below.

WE AGREE as follows:

1. DEFINITIONS

1.1 In this Agreement:

"**Affiliate**" means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with, such Person. For purposes of this definition, the term "**control**" (including the terms "**controlling**", "**controlled by**" and "**under common control with**") of a Person means the possession, direct or indirect, of the power to vote fifty percent (50%) or more of the voting stock in such Person or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

"**Applicable Laws**" means applicable laws, enactments, decrees, orders (having the force of law), rules, acts, regulations, regulatory policies and guidelines, industry codes, regulatory permits and licences and international agreements or treaties of a government or of any subdivision or government instrumentality thereof that are in force.

"**Confidential Information**" means any and all documents, information, knowledge, information technology, data, know-how, metadata, samples and reports of any kind, and in any medium or format whatsoever (whether directly or indirectly given orally, viewed and/or in any document, electronic file, heard or overheard or gathered in any other way and whether marked "confidential" or not), relating directly or indirectly to the Purpose and/or to any matter incidental to the Purpose, FANR and/or any of its Affiliates (and whether given before or after the date first above written).

"**Person**" means any individual, partnership, corporation (including any business trust and sole proprietorship), joint stock company, trust, firm, unincorporated association, joint venture, governmental or semi-governmental entity (including any state-controlled enterprise and sovereign wealth fund), focus group, committee, organization and any other entities.

2. RECIPIENT'S OBLIGATIONS

2.1 Subject to clauses 3 and 4 below, the Recipient shall:

2.1.1 keep the Confidential Information strictly confidential at all times; and

2.1.2 use the Confidential Information solely for the purpose of communications with FANR in relation to the Purpose.

2.2 The Recipient shall not, without the prior written consent of FANR:

2.2.1 take, or permit to be taken, any photographs of property owned, operated and/or provided by or on behalf of FANR or advertise or publicly announce that it has any relationship with FANR;

2.2.2 disclose to any Person its interest in, discussions or negotiations with FANR;

2.2.3 contact, communicate or otherwise make available, whether directly or indirectly, the Confidential Information to any Person;

2.2.4 copy, adapt or otherwise reproduce the Confidential Information; or

2.2.5 send, disclose, make available, export or otherwise transfer in any way Confidential Information.

2.3 The Recipient acknowledges that:

2.3.1 neither FANR nor any of its Affiliates makes any representation or warranty, express or implied, as to, or assumes any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by FANR or any Person on FANR's behalf or the assumptions on which it is based;

2.3.2 neither FANR nor any of its Affiliates shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied to the Recipient or to any Person by or on behalf of FANR or any of its Affiliates or otherwise be liable in any way to the Recipient or to any other Person with respect to the Confidential Information or any such other information; and

2.3.3 Confidential Information disclosed to the Recipient does not constitute an offer or invitation by FANR or any of its Affiliates to engage in or enter into any business relationship with the Recipient.

3. PERMITTED DISCLOSURES

3.1 The Recipient may provide the Recipient's employees, directors, professional advisers and any other Person pre-approved in writing by FANR, with access to the Confidential Information on a strict "need-to-know" basis ("**Permitted Users**").

3.2 The Recipient shall ensure that (i) all Permitted Users are bound to hold all Confidential Information in strict confidence, (ii) prior to the disclosure of Confidential Information to a Permitted User, such Permitted User shall have executed a non-disclosure agreement in favour of FANR in the same form as this Agreement and provide FANR with a copy of such executed

non-disclosure agreement within 7 days of the execution of the same by a Permitted User.

3.3 The Recipient shall monitor the use of the Confidential Information by the Permitted Users and shall enforce their obligations of confidence, whether or not requested by FANR.

3.4 Where disclosure of Confidential Information is requested or required by any court order or subpoena from a court or regulatory body of competent jurisdiction (an "Order"), provided that if we are asked to disclose any Confidential Information to comply with an Order, we shall, prior to responding to any Order (i) immediately notify the Consortium and FANR in writing, specifying in detail the nature of the Order, and (ii) work in good faith with the Consortium to prevent such disclosure. Furthermore, if preventing disclosure requested by the Order is not possible, then we shall work in good faith with the Consortium to (i) attempt to obtain assurances from the body issuing the Order that the Confidential Information will be treated in a confidential manner, and (ii) limit the disclosure of Confidential Information to the fullest extent permissible by law.

4. NON-CONFIDENTIAL INFORMATION

4.1 This Agreement shall not apply to any Confidential Information that:

4.1.1 Enters the public domain other than as a result of a breach of this Agreement;

4.1.2 Is received from a Person that is under no confidentiality obligation in respect of that information; or

4.1.3 Is independently developed by the Recipient without use of the Confidential Information.

5. RETURN OF CONFIDENTIAL INFORMATION

Upon the request, at any time, by FANR, the Recipient shall immediately return to FANR or destroy or permanently erase (and provide written confirmation to FANR of such destruction or erasure, as the case may be) all Confidential Information supplied to the Recipient by or on behalf of FANR and use all best efforts to ensure that any Person to whom the Recipient has supplied any Confidential Information destroys or permanently erases such Confidential Information and any copies made by them, in each case, save to the extent that the Recipient or any Person to whom the Recipient has supplied any Confidential Information is required to retain any such Confidential Information by Applicable Law or by any competent judicial, governmental, supervisory, regulatory body or *bona fide* stock exchange, or where the Confidential Information has been disclosed in accordance with clause 4 above.

6. INTELLECTUAL PROPERTY RIGHTS

No rights, title and/or interest in any intellectual property (including, without limitation, copyright, trademarks, patents, design rights, trade secrets and rights of confidence) that are, at any time, derived from the Confidential Information will transfer to the Recipient at any time without written agreement of FANR.

7. CONTINUING OBLIGATION

The Recipient's obligations under this Agreement shall commence on the date of this Agreement and shall continue indefinitely.

8. GENERAL

8.1 Nothing in this Agreement shall be deemed to constitute an agency, partnership, joint venture or other joint relationship between FANR and the Recipient.

8.2 The rights of FANR under this Agreement may only be waived by written agreement of FANR.

8.3 No failure or delay by FANR to exercise any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege under this Agreement.

8.4 The Recipient will immediately inform FANR of the full circumstances upon becoming aware that Confidential Information has been disclosed in breach of this Agreement.

8.5 This Agreement (i) supersedes and replaces any and all prior non-disclosure and confidentiality agreements, understandings and representations in relation to the Purpose, executed by Recipient in favour of FANR; and (ii) all such prior agreements, understandings and representations are of no further force and effect.

9. GOVERNING LAW AND JURISDICTION

9.1 This Agreement is governed and construed in accordance with the laws of the UAE, as applicable in the Emirate of Abu Dhabi. The courts of the Emirate of Abu Dhabi shall have exclusive jurisdiction to hear and determine any dispute in relation to this Agreement.

9.2 The Recipient acknowledges that remedies at law may be inadequate to protect FANR against a breach of this Agreement and hereby agrees not to oppose the granting of injunctive relief, specific performance or other relief in favor of FANR without proof of actual damages.

Signed by a duly authorized signatory of [redacted]:

Signature: _____
Title: _____