

MUTUAL NON-DISCLOSURE AGREEMENT (“AGREEMENT”)

This Agreement is made on this 22/3/2017 by and between:

1. **Arabian Radio Network FZ LLC**, P.O Box 502012 Dubai, United Arab Emirates; and
2. **MAJID AL FUTTAIM CINEMAS LLC**, of P.O. Box 60811, Dubai, United Arab Emirates, with commercial license number 244466,

each a “Party” and together, the “Parties”.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 In this Agreement:

“**Confidential Information**” means all information in whatever form (including in written, oral, visual or electronic form, and copies thereof) that is directly or indirectly disclosed by the Disclosing Party to the Recipient in connection with the Permitted Purpose, or otherwise relates to the Disclosing Party or its business but excludes:

- (a) information which is in the public domain other than as a result of a breach of this Agreement;
- (b) information independently derived, or sourced from a third party that is not under any obligation of confidence;
- (c) information already known to the Recipient prior to disclosure; and
- (d) information approved in writing by the Disclosing Party for release or other use according to the terms stipulated in such approval.

“**Disclosing Party**” means the Party that discloses Confidential Information;

“**Effective Date**” means the date first written above;

“**Permitted Purpose**” means considering, evaluating, negotiating, undertaking or completing a potential business relationship;

“**Recipient**” means the Party receiving the Confidential Information; and

“**Representatives**” means the officers, employees, agents or advisers of a Party.

2. OBLIGATION

2.1 The Recipient shall:

- (a) keep the Confidential Information secret and protected against theft and unauthorized access;



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- (b) use the Confidential Information only for the Permitted Purpose, only disclose Confidential Information to such of its Representatives as need to know that Confidential Information for the Permitted Purpose and only make such copies as are strictly necessary for the Permitted Purpose;
- (c) not directly or indirectly disclose any Confidential Information to any person and ensure that no other person obtains access to Confidential Information unless authorised by this Agreement; and
- (d) inform the Disclosing Party immediately on becoming aware, or suspecting, that an unauthorised person has become aware of Confidential Information.

2.2 The Recipient shall:

- 2.2.1 inform any person to whom it discloses Confidential Information that it is confidential; and
- 2.2.2 procure that any such person complies with this Agreement as if they were a Party to it, provided that the Recipient shall continue to be liable for any breach.

2.3 If discussions in relation to the Permitted Purpose cease or the Disclosing Party so requests in writing at any time, the Recipient shall immediately:

- (a) return to the Disclosing Party all the Confidential Information received by it; and
- (b) destroy or permanently erase all copies of Confidential Information supplied to it or made by it, or by the persons who have received Confidential Information,

and a senior officer of the Recipient shall certify the same. The Parties shall not thereafter make any further use of the Confidential Information.

3. Forced disclosure

3.1 The Recipient may disclose Confidential Information to the minimum extent lawfully required by:

- 3.1.1 any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or
- 3.1.2 the rules of any listing authority or stock exchange on which the shares of any company in the Recipient's group are listed or traded; or
- 3.1.3 the laws or regulations of any country with jurisdiction over the affairs of any company within the Recipient's group.

To the extent it is lawfully required, the Recipient will give the Disclosing Party prior written notice of the information it proposes to disclose, the notice containing a copy of the proposed disclosure and will give the Disclosing Party an opportunity to discuss the relevant notice prior to any disclosure.

4. Duration



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- 4.1 Unless this Agreement is superseded by a formal duly executed agreement between the Parties stemming from the Permitted Purpose, then, the terms of this Agreement shall remain in force and in effect with respect to any particular Confidential Information for a period of two (2) years, which period shall commence from the day, time and year of its disclosure.

5 Indemnity

- 5.1 The Recipient shall indemnify, and keep indemnified (i) the Disclosing Party, (ii) each company in the Disclosing Party's group, and (iii) the Disclosing Party's respective Representatives (each an "Indemnified Person") from and against all actions, claims, demands, liabilities, damages, losses, costs, charges and expenses (including legal and other professional costs and expenses) that an Indemnified Person may suffer or incur in connection with, or arising directly from, any breach of this Agreement by the Recipient or any person to whom it has disclosed or given access to any part of the Confidential Information.
- 5.2 The Recipient acknowledges that damages are unlikely to be an adequate remedy in the event of a breach by the Recipient of its obligations under this Agreement and that the Disclosing Party may consequently be entitled to specific performance and injunctive or other equitable relief. Such remedy shall be in addition to all other remedies available at law or equity to the Disclosing Party.

6 No Representations or Warranties, No obligation

- 6.1 The Confidential Information has not been verified by the Disclosing Party or any of its advisers and may not be accurate or complete and the Disclosing Party makes no representation or warranty as to the accuracy, completeness or reasonableness of the Confidential Information and no such representation or warranty shall be implied. The Disclosing Party shall not be liable to the Recipient nor to any person to whom the Recipient discloses the Confidential Information if it is relied upon by the Recipient or that person.
- 6.2 It is expressly understood that this Agreement is not intended to and does not constitute an agreement to consummate the potential transaction or to enter into a definitive agreement with respect thereto, and neither Party will have any rights or obligations with respect to the potential transaction by virtue of this Agreement or any other written or oral expression made by such Party unless a definitive agreement between the Parties is executed and delivered.

7 Intellectual Property

The Confidential Information is the property of the Disclosing Party. The disclosure to the Recipient of any Confidential Information shall not give the Recipient any licence or other rights whatsoever in respect of any part of such Confidential Information beyond the rights contained in this Agreement.

8 Severance

- 8.1 If any court or administrative body of competent jurisdiction finds any provision of this Agreement to be invalid, unenforceable or illegal, the other provisions of this Agreement shall remain in force.
- 8.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to make it valid, enforceable and legal.

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9 Waiver and Execution

9.1 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or will prevent any future exercise in whole or in part thereof. No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

9.1 This Agreement may be executed in one or more counterparts and when so executed, all such counterparts together shall constitute one agreement. This Agreement shall constitute the entire agreement between the Parties and shall supersede all previous arrangements, understandings or agreements between the Parties as to its subject matter.

10 Governing law and jurisdiction, language

10.1 This Agreement shall be governed by the laws of Dubai and the Federal laws of the United Arab Emirates and the Parties hereby submit to the exclusive jurisdiction of the Dubai Courts.

10.2 The Agreement has been negotiated and drafted in the English language. In the event of any dispute resolution, litigation or other formal process, the English text shall prevail over any translation of the Agreement and be conclusive in any question as to the meaning or interpretation thereof.

The Parties hereby acting by their duly authorised representatives agree to be bound by the terms of this Agreement:

**For and on behalf of
Arabian Radio Network FZ LLC**

Signature: _____

Name: Mahmoud Al Rasheed

Title: General Manager.

Date: 10/04/2017



**For and on behalf of
Majid Al Futtaim Cinemas LLC**

Signature: _____

Name: Cameron Mitchell

Title: CEO

Date: 24/7/17



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