



Tiger Capital Corporation
2267 Lakeshore Blvd. W.
Toronto, Ontario
M8V 3X2

T 416.252.3663
F 416.452.2055
www.tigercapital.com

Confidentiality & Non-Circumvention Agreement

This **Confidentiality & Non-circumvention Agreement** (hereinafter called “**Agreement**”) is made between **Tiger Capital Private Limited with registered address of 14 Robinson Road, #13-00 Far East Finance Building Singapore 048545** (hereinafter referred as “**Party A**”) and **XYZ Company** (hereinafter referred as “**Party B**”), or collectively the “**Parties**”.

The Parties are discussing the **sale of “Name” casino located in Macau** where the Parties will disclose matters concerning the **sale of “Name”** (hereinafter called “**the Project**”) and in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1. Confidential Information

Each of the Parties acknowledge that in the course of discussions, each of the Parties may learn or become aware of valuable information belonging to the other Party which is not generally known to the public, including among other things, business relationships belonging to the other Party (hereinafter called “**Confidential Information**”), and that but for this Agreement, the other Party would have no right to receive any disclosure of or to use any portion of the Confidential Information in any manner whatsoever.

2. Use

Neither Party will use Confidential Information belonging to the other Party for any purpose whatsoever except as required for the discussions among the Parties about the Project. If a signed agreement is made regarding action on the Project, neither of the Parties will use any Confidential Information belonging to the other Party for any purpose other than the Project, without prior written permission between the Parties regarding other uses, actions or work than the Project.

3. Disclosure

Each Party shall limit disclosure of the Confidential Information to its employees and then only to those employees who need to receive the Confidential Information to further the Project or discussions of the Project and then only to the extent necessary for carrying sufficient precautions to maintain confidentiality including: obtaining appropriate commitments and enforceable confidentiality agreements from such employees, to prevent such employees from disclosing to others or using the Confidential Information except on a need to know basis for the Project or discussions of the Project. Each of the Parties will identify to the other Party, at such time as the other Party requests, each employee to whom any information encompassed within the Confidential Information has been disclosed and will provide the other Party with a copy of any confidentiality agreement signed by such an employee. If no signed agreement is made regarding the Project, no disclosure of Confidential Information shall be made beyond what is or was necessary to discuss the Project among the Parties.



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4. Exceptions

The obligation of confidentiality and restrictions on use and disclosure contained in this Agreement shall not apply to any particular item of Confidential Information that the Party to whom the Confidential Information has been disclosed (hereinafter called the “**Recipient Party**”), can prove by clear and convincing evidence was:

- a. In the public domain at the time of such disclosure or subsequently came into the public domain, through no fault of the Recipient Party, its employees or any of its parents, subsidiaries, or other affiliated organizations;
- b. Rightfully known to the Recipient Party prior to such disclosure, or
- c. Received by the Recipient Party as a matter of right, without a covenant of confidentiality, from a source other than the Party to this agreement.

5. Prior Knowledge

Each of the Parties agrees that the fact that it had prior knowledge of a particular item of Confidential Information or that a particular item of Confidential Information is or becomes generally known to the public, shall not permit the disclosure or use of that item of Confidential Information outside of the terms of this Agreement in connection with any other known item of Confidential Information, unless the particular combination of Confidential Information itself was previously known to such Party or to the public generally to used for the same specific purpose or purposes as disclosed to such a Party.

6. Documents

All documents of any kind furnished pursuant or relating to the Project or discussions of the Project shall remain the property of the Party furnishing such documents and each of the Parties shall return all documents and all copies of them to the owner upon request. Each Party shall keep all such documents and copies secure and control access to them, while they are in its possession or control. All documents which contain Proprietary or Confidential Information shall be marked “**Confidential**” or “**Proprietary**” in large bold type at the top of the page.

7. Non-Circumvention

That neither of the Parties or their partners, nor any corporation, division, subsidiary, employee, agent or consultant associated with them will make any contact with, deal with, invest in or otherwise become involved in any transaction with any banking or lending institution, trust, corporation or individual, lender or borrower, buyer or seller, or company to be invested in, introduced by the other undersigned Party or their associates, without the permission of the introducing Party. This Agreement is binding upon the undersigned Parties, their associates, attorneys, accountants, agents, heirs, assignees and designees. The undersigned Parties hereby confirm that the identities of the banks, lending institutions, corporations, individuals, and/or trusts, lenders, borrowers, investors, buyers or sellers are currently the property of the introducing Party and shall remain so for the duration of this agreement.



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8. Term

This agreement shall be effective for one year from the date of the last attempted discussion or execution of a transaction for the Project or introductions for the Project made by the referral of individuals and/or companies from either Parties, whether the Project was executed or not executed, and shall apply to any and all Project discussions and/or Project executions entered into by the Parties and their principles, including subsequent follow-up, repeat, extended, or renegotiated transactions, Project discussions or Project executions, as well as the initial Project discussion or Project execution.

9. Breach

Each of the Parties agrees that remedies at law may be inadequate to protect against breach of this agreement, and hereby consents to the granting of injunctive relief, whether temporary, preliminary or final, in favor of the other Party without proof of actual damages. The Parties understand that this provision does not waive other actions or remedies.

10. Disclaimer

Except as may otherwise be set forth in a signed, written agreement between parties, each of the Parties to this Agreement makes no representation or warranty as to accuracy, completeness, condition, suitability or performance of the information and/or materials, and each Party shall have no liability whatsoever to the recipient resulting from its use of the information and/or materials.

11. Entirety of Agreement

If any portion of this Agreement is deemed to be invalid or unenforceable, this Agreement shall be considered as if such provision had not been part of it. This Agreement sets forth the entire understanding of the Parties regarding its subject matter. It shall be interpreted under the laws of Singapore.

The Parties agree and accept that this Agreement is written in English throughout pages 1 to 3



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Now therefore, for and in consideration of the mutual promises and covenants contained herein, the undersigned Parties hereby agree to this Agreement.

Dated this day of November 2010

Name: Trevor Burns

Title: Partner

Company: Tiger Capital Private Limited

Name:

Title:

Company: