

**CONFIDENTIALITY AGREEMENT**  
**Coal**

**THIS AGREEMENT** is entered on the dates and places stated below, effective on \_\_\_\_\_, by and between PNO Exploration Corporation (hereinafter referred to as the 'Disclosing Party') and \_\_\_\_\_ (hereinafter referred to as the 'Receiving Party'), both of which may be referred to in this Agreement individually as the "Party", or collectively as the "Parties". In consideration of the provisions set below, the Parties agree that:

1. In connection with the evaluation and the possible participation by the Receiving Party in the competitive selection process for the acquisition of certain coal exploration and/or production rights held by the Disclosing Party in Coal Operating Contract 41 ( the 'Intended Purpose'), the Disclosing Party is willing, in accordance with the terms and conditions of this Agreement, to disclose to the Receiving Party, on a non-exclusive basis, certain confidential and proprietary information relating to the Area of Interest which includes, but is not necessarily limited to, geological data, maps, models and interpretations, and may also include contractual and financial information, and any other information furnished or made available by the Disclosing Party (hereinafter referred to as the 'Confidential Information').
2. In consideration of the disclosure referred to in Paragraph 1 hereof, the Receiving Party agrees that the Confidential Information shall be kept strictly confidential and shall not be sold, traded, published, or otherwise disclosed to any person or entity in any manner whatsoever, including by means of photocopy, facsimile transfer, or other means of reproduction, without the Disclosing Party's prior written consent, except as provided in Paragraphs 3, 4, and 5 below.
3. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent only to the extent that such information:
  - a. can be shown to have been already known to the Receiving Party, without violation of any other confidentiality obligation, as of the date of its disclosure hereunder;
  - b. is already in possession of the public or becomes available to the public other than through the act or omission of the Receiving Party in violation of this Agreement;
  - c. is required to be disclosed under applicable law or by a governmental order, decree, regulation or rule (provided that the Receiving Party shall give written notice to the Disclosing Party prior to such disclosure); or

- d. is acquired independently from a third party that represents that it has the right to disseminate such information at the time it is acquired by the Receiving Party.
4. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent to an Affiliated Company (as hereinafter defined), provided that the Receiving Party guarantees the adherence of such Affiliated Company to the terms of this Agreement. '**Affiliated Company**' shall mean any company or legal entity which (a) controls either directly or indirectly a Party, or (b) which is controlled directly or indirectly by such Party, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such Party. '**Control**' means the right to exercise 50% or more of the voting rights in the appointment of the directors of such company.
5. The Receiving Party shall be entitled to disclose the Confidential Information without the Disclosing Party's prior written consent to the following persons or entities who have a clear need to know in order to evaluate the Area of Interest:
  - a. employees, officers and directors of the Receiving Party;
  - b. employees, officers and directors of any of its Affiliated Companies (as defined);
  - c. any professional consultant or agent retained by the Receiving Party for the purpose of evaluating the Confidential Information; or
  - d. any bank or lending institution which is considering financing the Receiving Party's, or its Affiliated Company's, participation in the Area of Interest, including any professional consultant retained by such bank or lending institution for the purpose of evaluating the Confidential Information.

Prior to making any such disclosures to persons or entities under subparagraphs (c), and (d) above, however, the Receiving Party shall obtain an undertaking of confidentiality, in the same form and content as this Agreement from each such person or entity, provided, however, that in the case of outside legal counsel, the Receiving Party shall only be required to procure that such legal counsel is bound by an obligation of confidentiality.

6. The Receiving Party and its Affiliated Companies, if any, shall only use or permit the use of the Confidential Information disclosed under Paragraphs 4 and 5 above solely for the Intended Purpose and to determine whether to submit a proposal concerning the acquisition of a part of the Disclosing Party's rights in the Area of Interest.
7. The Receiving Party shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person. Any breach of the confidentiality requirements contained in this Agreement by any of the persons or entities identified in Paragraphs 4 and 5 shall be deemed a breach of this Agreement by the Receiving Party.

8. The Receiving Party acknowledges and accepts that Disclosing Party will suffer financial and other loss and damage if the Confidential Information were disclosed in breach of this Agreement, or used for any purpose other than the purpose specified in this Agreement, and that monetary damages may be an insufficient remedy. The Receiving Party acknowledges and accepts that, in addition to any other remedy which may be available in law or equity, the Disclosing Party may obtain injunctive relief to prevent a breach of this Agreement and to seek to compel specific performance hereof.
9. The Confidential Information shall remain the property of the Disclosing Party, and the Disclosing Party may demand the return thereof at any time upon giving written notice to the Receiving Party. Within thirty (30) days of receipt of such notice, the Receiving Party shall return all of the original Confidential Information and shall destroy all copies and reproductions (both written and electronic) in its possession and in the possession of persons to whom it was disclosed pursuant to Paragraphs 4 and 5 hereof.
10. If the Receiving Party, or any of its Affiliated Companies, acquires any of the Disclosing Party's rights in the Area of Interest, then this Agreement shall terminate automatically on the date the Receiving Party enters into a further agreement which contains provisions covering the confidentiality of data in the Area of Interest. Unless earlier terminated under the preceding sentence, the confidentiality obligations set forth in this Agreement shall terminate three years after the date of this Agreement or upon the relinquishment of the Area of Interest by the Disclosing Party, whichever is later.
11. The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidential Information to the Receiving Party. The Disclosing Party, however, makes no representations or warranties, expressed or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed hereunder, and the Receiving Party expressly acknowledges the inherent risk of error in the acquisition and interpretation of geological data. The Disclosing Party, its Affiliated Companies, their officers, directors and employees shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party or any of its Affiliated Companies.
  - (a) This Agreement shall be governed and construed in accordance with the laws of the Republic of the Philippines.
  - (b) Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties, shall be resolved through arbitration under the Alternative Dispute Resolution Act of 2004 (Republic Act No. 9285) and the Arbitration Law (Republic Act No. 876) upon notice (the "Notice of Arbitration") by one Party (the "Claimant") on another (the "Respondent").

The arbitration shall be conducted by three (3) arbitrators. Each Party in such dispute shall appoint one (1) arbitrator, and the two arbitrators so

nominated shall appoint the third arbitrator who shall be the presiding arbitrator of the tribunal.

If any arbitrator is not appointed as provided above within thirty (30) days after receipt of the Notice of Arbitration by the Respondent, then such arbitrator shall be appointed by the National President of the Integrated Bar of the Philippines (IBP) or his duly authorized representative pursuant to Section 26 of the Alternative Dispute Resolution Act of 2004 (Republic Act No. 9285). If within thirty (30) days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall likewise be appointed by the National President of the IBP or his duly authorized representative. If an arbitrator fails or is unable to act, his successor will be appointed in the same manner as the arbitrator whom he succeeds.

The arbitration shall be conducted in the English language and the place of arbitration shall be Metro Manila, Philippines.

12. Unless otherwise expressly stated in writing, any prior or future proposals or offers made in the course of the Parties' discussions are implicitly subject to all applicable laws, rules and regulations as well as the necessary management and government approvals. Nothing contained in this Agreement constitutes an offer of any interest in the rights of the Disclosing Party in the Area of Interest or is intended to confer upon the Receiving Party, or any of its Affiliated Companies, any interest whatsoever in those rights. It is hereby further understood that should the Receiving Party decide to submit a proposal for the acquisition of any rights in the Area of Interest, it agrees to go through the relevant rules and procedures provided in the 2013 Revised National Economic Development Authority (NEDA) Joint Venture Guidelines as well as all applicable government laws and regulations on the matter.
13. Permission arising out of this Agreement to use the Confidential Information is non-exclusive and may be withdrawn at any time.
14. Each Party may sign identical counterparts of this Agreement with the same effect as if the Parties signed the same document. A copy of this Agreement signed by a Party and delivered by facsimile transmission to the other Party shall have the same effect as the delivery of an original of this Agreement containing the original signature of such party.
15. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.
16. This agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto, whether written or oral, expressed or implied.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above.

\_\_\_\_\_  
By:  
Title:

**PNO Exploration Corporation**

Energy Center, Rizal Drive  
Bonifacio Global City  
Taguig City, 1634 Philippines  
Phone : +63 2 \_\_\_\_\_ - \_\_\_\_\_

**DISCLOSING PARTY**

\_\_\_\_\_  
By:  
Title:

**Binani Industries Ltd**

Miracle, 22, Shubham Enclave  
Parivahan Marg, C Scheme  
Jaipur – 302001 India  
Phone : +

**RECEIVING PARTY**