

CONFIDENTIALITY AGREEMENT

[LETTERHEAD OF Consortium Leader/ Respondent]

The Chairman,
Grand Tender Committee
Ground Floor, Al-Faisal Tower 1,
Public Works Authority,
PO Box 22188,
Doha, Qatar.

[DATE]

Re: Request for Expression of Interest dated [DATE] ("EOI")

Dear Sirs

We are considering bidding for the right to design, build, finance, operation, maintenance and transfer (DBFOMT) of the of 14 new schools (the "Project") under the Qatar Schools Public Private Partnership Development Programme – Package 3, as further described in the EOI. In consideration of you agreeing to make available to us certain information, by our signature of this letter we agree as follows (acknowledged and agreed by you by your signature of a copy of this letter):

Definitions

In this letter:

"Confidential Information" means any information relating to you or the Project provided to us by you or any of our affiliates or Transaction Adviser, in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that (a) is or becomes public knowledge other than as a direct or indirect result of any breach of this letter or (b) is known by us before the date the information is disclosed to us by you or any of your affiliates or Transaction Adviser or is lawfully obtained by us thereafter and which, as far as we are aware, has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality; and

"Permitted Purpose" means considering and evaluating whether to submit a response to any subsequent RFQ or RFP in respect of the Project.

1. Confidentiality Undertaking

We undertake (a) to keep the Confidential Information confidential and not to disclose it to anyone except as provided for by paragraph 2 below and to ensure that the Confidential Information is protected with security measures and a degree of care that would apply to our own confidential information, (b) to use the Confidential Information only for the Permitted Purpose, and (c) to use all reasonable endeavours to ensure that any person to whom we pass any Confidential Information (unless disclosed under paragraph 2(d) below) acknowledges and complies with the provisions of this letter as if that person were also a party to it.

2. Permitted Disclosure

You agree that we may disclose Confidential Information:

- a) with your prior written consent;
- b) to our employees, professional advisers and authorised representatives to the extent that disclosure is necessary for the Permitted Purpose;
- c) to any person whom we may (i) form a consortium with, or (ii) contract with, in each case in relation to and to the extent necessary for the Permitted Purpose; and
- d) where requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, (ii) where required by the rules of any stock exchange on which our shares or other securities are listed, or (iii) where required by the laws or regulations of any country with jurisdiction over the affairs of our company, provided that, (i) in the case of any disclosure under paragraph 2(b), the relevant third party has read and understood this letter and we ensure such third party complies with the terms of this letter as if such third party were a signatory to this letter and (ii) in the case of any disclosure under paragraph 2(c), such person shall have first delivered a letter to us in equivalent form to this letter.

3. Notification of Required or Unauthorised Disclosure

We agree (to the extent permitted by law) to inform you of the full circumstances of any disclosure under paragraphs 2 (c) or (d) or upon becoming aware that Confidential Information has been disclosed in breach of this letter.

4. Return of Copies

If you so request in writing, we shall return all Confidential Information supplied by you to us and destroy or permanently erase all copies of Confidential Information made by us and use all reasonable endeavours to ensure that anyone to whom we have 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 we or the recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body, or where the Confidential Information has been disclosed under paragraph 2(d) above.

5. Continuing Obligations

The obligations in this letter are continuing and, in particular, shall survive the termination of any discussions or negotiations between you and us. Notwithstanding the previous sentence, the obligations in this letter shall cease (a) if we become a party to a project agreement in respect of the Project (in which case the provisions stated therein shall prevail) or (b) twelve months after we have returned all Confidential Information supplied to us by you and destroyed or permanently erased all copies of Confidential Information made by us (other than any such Confidential Information or copies which have been disclosed under paragraph 2 above or which, pursuant to paragraph 4 above, are not required to be returned or destroyed).

6. No Representation; Consequences of Breach, etc

We acknowledge and agree that:

- neither you nor any of your officers, employees or Transaction Adviser (each a "Relevant Person") (i) make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Confidential

Information or any other information supplied by you or the assumptions on which it is based or (ii) shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by you or be otherwise liable to us or any other person in respect to the Confidential Information or any such information;

- you may be irreparably harmed by the breach of the terms hereof and damages may not be an adequate remedy; each Relevant Person may be granted an injunction or specific performance for any threatened or actual breach of the provisions of this letter by us; and
- we will (in addition to, and without affecting, any other rights or remedies you may have) indemnify and keep you indemnified and hold you harmless from and against all actions, claims, demands, liabilities, damages, costs, losses or expenses (including legal and other professional costs and expenses) resulting from any breach or non-performance by us, or any person to whom we has disclosed or given access to any part of the Confidential Information, of any of the provisions under this letter.

7. No Waiver; Amendments, etc

This letter sets out the full extent of our obligations of confidentiality owed to you in relation to the information the subject of this letter. No failure or delay in exercising any right, power or privilege hereunder 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 privileges hereunder. The terms of this letter and our obligations hereunder may only be amended or modified by written agreement between us.

8. Inside Information

We acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing and we undertake not to use any Confidential Information for any unlawful purpose.

9. Governing Law and Jurisdiction

This letter (including the agreement constituted by your acknowledgement of its terms) is governed by the laws of the State of Qatar.

Any dispute arising out of or in connection with this letter, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the courts of Qatar.

Please acknowledge your agreement to the above by signing and returning the enclosed copy.

Yours faithfully

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For and on behalf of **[Respondent and where Respondent is a Consortium, each Consortium Member]**

We acknowledge and agree to the above:

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For and on behalf of:

The Authority