



LION RAMPANT Group

incorporating;

Lion Rampant Foundation

Singhtoetapobthai Group Asia



PRIVATE EQUITY REAL ESTATE

GREEN INVESTMENT

Confidentiality and Non Disclosure Agreement

This Confidentiality and Non Disclosure Agreement (hereinafter referred to as "agreement" or "CNDA") is made between;

Party "A") LION RAMPANT Group, its associates and Officers, ("the Owner" being the person/s or corporate entity/ies with the primary right/s to the information, documents or other evidence which constitutes the dealings as described in the schedule hereto,) whose Address is, 83 Princes Street, Edinburgh, Scotland, and as otherwise registered in Singapore and the Kingdom of Thailand from time to time, herinafter referred to as "Party A",

AND

Party "B").....("the interested party", being person/s or corporate entity/ies having a desire to deal with Party A by means of use of the disclosed information pertaining to the dealings as described in the schedule hereto) whose address is....., hereinafter referred to as "Party B".

WHEREAS, Party A and Party B intend to engage in discussions and/or negotiations both verbal and written, concerning the dealings set out in the schedule hereinafter referred to as " the dealings", whether contracts of formal appointment and agreement are signed or not.

WHEREAS, in connection with the dealings Party A may and will disclose to Party B certain private and Confidential Information (as herein defined) relating to the dealings.

NOW THEREFORE, in consideration of the interests of both Parties in continuing the stated discussions and negotiations in respect of the dealings and such addittional promises and understandings as are herein setforth, the Parties hereto agree as follows;

1. As used herein, "Confidential Information" means;

- a) any documents, data or information that is not generally known to the public, including, but not limited to the operations related to the dealings, any financial performance and operational data, customer relationship data, customer profiles or other customer, vendor or business partner information, internal performance results relating to the past, present or future activities of the matter subject of the dealings and its customers, clients and suppliers or any of them.
- b) any specific or technical information, financial information regarding the dealings which is commercially valuable and sensitive and is not publicly available.
- c) all confidential or proprietary documentation, reports, data, specifications, customer data base information, know how and trade secrets, whether or not patentable or not.

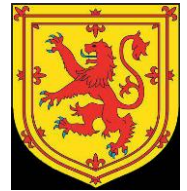


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d) information falling under any of (a) (b) and/or (c) above which when disclosed orally is identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within five (5) days of such disclosure by either or both Parties to the addresses shown above.

2. Party A may and will provide to Party B any relevant Confidential Information to enable Party B to more fully assess the commercial attractiveness of the dealings described in the schedule hereto. Withholding of any information relevant to ensuring a full and balanced consideration by either Party shall void all and any liability between the Parties. Party B accepts no responsibility related to such failure to disclose by Party A and will not be subjected to any claims for compensation either commercially or at Law related to same.

3. Neither this CNDA nor any provision of information under it will be construed as creating, conveying, transferring, granting or conferring upon Party B any rights, licence or authority in or to the information so provided or otherwise.

4. The Parties acknowledge and understand that any release of information by Party A shall not commit or bind either Party to enter into a contract or otherwise and that Party B shall not rely on any information provided by Party A as a commitment or an inducement to act or not to act in any given manner. Party A shall not be liable to Party B in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organisation, products, services or otherwise by Party B as a result of this CNDA or any provision of information hereunder, unless specified in writing in a further agreement and agreed to by both Parties.

5. Party B agrees to regard and preserve as Confidential all confidential information provided by Party A which has been or may be obtained from any source as a result of discussions in respect of the dealings. In maintaining confidentiality hereunder, each of the Parties agrees it shall not, without first obtaining the written consent of the other, disclose or make available to any third party, person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information of any of the Parties.

6. The Parties agree that information will NOT be considered "Confidential Information" to the extent, but only to the extent, that such information;

a) is already known to the receiving Party free of any confidentiality obligation at the time it is obtained,

b) is or becomes publicly known through no wrongful act of the receiving Party,

c) is rightfully received from a third party without restriction and without breach of this agreement or,

d) is subsequently and independently developed by employees, consultants or agents of the Party without reference or access to the Confidential Information subject of this CNDA.

7. The Parties agree that if there is a breach or threatened breach of the provisions of this CNDA, the non-breaching Party will not have adequate remedy in money or damages and accordingly shall be entitled to injunctive relief, provided however no specification in this CNDA of any particular remedy shall not be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this agreement

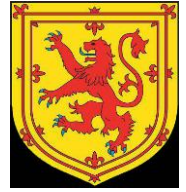


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8. Party B shall upon the written request of Party A immediately return to Party A all Confidential Information provided by Party A in Party B's possession or control which is in a physical form or recorded or stored by electronic means or otherwise, including all copies thereof.
9. Each party acknowledges and agrees that irrespective of any discussions, letters, memos and exchange of correspondence in respect of the dealings set out in the schedule hereto Party B shall be under no obligation whatsoever to enter into any binding commitment regarding the dealings.
10. This Agreement shall be governed by and construed in accordance with the Laws of a) Scotland , b) Singapore and c) the Kingdom of Thailand as and where relevant.

SCHEDULE of Dealings follows next page;

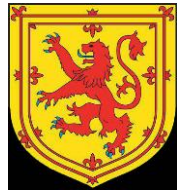


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SCHEDULE:

Entered here are details of the dealings under discussion and negotiation by the Parties and any Special Conditions required by Either Party and agreed by all Parties.

1. Corporate discussions and dealings as to Investment, financial engineering, corporate advisory and other related areas in order to achieve a business co-operation understanding for future specific dealings, and specifically relating to joint commercial real estate ventures in the future.

(add as required by hand, print or by attaching an Annex hereto so marked.)

IN WITNESS HEREOF, the Parties have duly executed this CNDA as of the dates written below, having each had appropriate opportunity to seek and obtain rightful legal counsel as to this agreement.

The parties hereto agree that this agreement document once executed by each and/or any party and all parties hereto, shall be an acceptable document under Law and have the same effect whether delivered to each party or all parties in original by hand or post or courier, or by secure electronic means of transmission.

The Owner (Party A)

The Interested Party (Party B)

By; (Signature)

By; (Signature)

Full Names

Full Names

Title

Title

Date: / /

Date: / /

N.B. : PLEASE COMPLETE ALL SPACES INCLUDING DATES and SIGN AND DATE EACH PAGE AT THE BOTTOM OF EACH PAGE.

form/LGr/CNDA/2019/Sc.

END DOC.