

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made as of August __, 2015 between **SECURSCAN CORP.**, a Delaware limited liability company having an address at 75 Maiden Lane, New York, New York 10038 USA ("**SECURSCAN**") and **OVERSEAS INVESTMENT COMPANY**, a Delaware company, at 1177 Avenue of the Americas, New York, New York 10038 USA ("**Overseas Investment Co.**").

RECITALS

WHEREAS, SECURSCAN actively promotes, markets and sells a variety of high-technology goods and services (the "Business");

WHEREAS, Overseas Investment Co. is the US representative of a company doing business in Kuwait;

WHEREAS, SECURSCAN possesses certain information regarding various products and/or projects (collectively, the "Project");

WHEREAS, SECURSCAN and Overseas Investment Co. wish to conduct preliminary discussions in contemplation of an agreement to collaborate or form a business relationship in connection with the Business and the Project (collectively, the "Proposed Transaction");

WHEREAS, during the course of discussions, Overseas Investment Co. may have access to certain information relating to SECURSCAN's businesses which is either non-public, confidential or proprietary in nature (as more fully described in Section 2 below, the "Information");

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SECURSCAN, directly or through its Representatives (as defined below), shall allow Overseas Investment Co. to have access to the Information so that it may evaluate the Proposed Transaction. Overseas Investment Co. shall hold such Information in strict confidence in accordance with the provisions of this Agreement and shall cause its Representatives to hold such Information in strict confidence in accordance with the provisions of this Agreement. For the purposes of this Agreement, "Representatives" shall mean, collectively, a party's directors, officers, agents, representatives (including attorneys, accountants, non-financial and financial advisors), and employees.
2. "Information" shall be deemed to include, without limitation, (a) all proprietary and confidential information of SECURSCAN relating to the Proposed Transaction or the Business, as the case may be, which is owned, licensed to, or controlled by SECURSCAN, including, but not limited to, methods, processes, equipment, plans, formulas, software, programs, sales and marketing information, technical information, and know-how; (b) information provided both prior to or following the date hereof; and (c) all information furnished to Overseas Investment Co., whether disclosed in writing or

orally or obtained through observation or inspection of SECURSCAN's books and records or facilities.

3. The Information will be kept strictly confidential and, without SECURSCAN's prior written consent, Overseas Investment Co. and its Representatives shall not: (a) copy, reproduce, distribute or disclose the Information to any party other than to a Representative pursuant to the terms of this Section 3, (b) use the Information for any purpose other than in connection with evaluating the Proposed Transaction, or (c) use the Information in any way that is detrimental to the disclosing company. Overseas Investment Co. hereto agrees to use all reasonable and prudent efforts to protect and safeguard the Information from misuse, loss, theft, publication or the like and to ensure that those Representatives who receive any of the Information shall do likewise. Overseas Investment Co. also agrees to transmit the Information only to those Representatives who are actively and directly participating in the evaluation of the Proposed Transaction, and who are informed of and who have agreed to comply with the terms of this Agreement and who are instructed to make use of the Information only in a manner consistent herewith. Overseas Investment Co. shall be responsible for any breach of the terms of this Agreement by such individuals.
4. The Information shall not include information which Overseas Investment Co. can clearly demonstrate falls within any of the following categories: (a) Information which has come within the public domain through no fault or action of Overseas Investment Co. or its Representatives; (b) Information which was known to the receiving party on a non-confidential basis prior to its disclosure hereunder; (c) Information which becomes rightfully available to Overseas Investment Co. on a non-confidential basis from any third party, the disclosure of which to Overseas Investment Co. does not violate any contractual or legal obligation said third party has to any party hereto or any other person with respect to such Information; or (d) information required to be disclosed by a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, or any other administrative or legal process provided that Overseas Investment Co. shall (i) give SECURSCAN as much prior notice thereof as is reasonably practicable so that SECURSCAN may seek such protective orders or other confidentiality protection as it in its sole discretion and at its sole expense, may elect and (ii) reasonably cooperate with SECURSCAN in protecting such confidential or proprietary nature of the Information which must be so disclosed (with such duty of cooperation not requiring the receiving party to initiate or participate in any litigation or incur more than *de minimis* out-of-pocket costs). In any such event, Overseas Investment Co. shall provide only such limited Information as it is advised by written opinion of counsel is legally required and shall exercise its best efforts to obtain assurance from the recipient that confidential treatment will be accorded such Information.
5. In the event Overseas Investment Co. determines not to proceed with a transaction with SECURSCAN or when requested by SECURSCAN, Overseas Investment Co. shall immediately return or destroy (and confirm in writing such fact) the Information, including all notes, copies, reproductions, summaries, analyses, or extracts thereof, then in Overseas Investment Co.'s or its Representatives' possession, excluding this

Agreement, and will not retain any copies, extracts or other reproductions in whole or in part of such material, other than this Agreement, provided, however, that counsel for such party may retain one copy of such written material as a record of what is to be held confidential. Such return or destruction shall not abrogate such party's continuing obligations under this Agreement.

6. Neither SECURSCAN nor its Representatives shall be deemed to have made any representations or warranties as to the accuracy or completeness of the Information. Neither SECURSCAN nor its Representatives shall have any liability whatsoever to the other party relating to or arising in any manner from such other party's use or reliance upon the Information.
7. Nothing in this Agreement shall be construed, by implication or otherwise, as an obligation to enter into any further agreement concerning the Information or as a grant of a license by SECURSCAN to Overseas Investment Co. to use the Information for any purpose other than the evaluation of the Proposed Transaction.
8. The terms of this Agreement shall be binding for a period of two (2) years commencing on the date of this Agreement.
9. Overseas Investment Co. agrees that without prejudice to the other rights and remedies otherwise available at law or in equity, SECURSCAN shall be entitled to equitable relief by way of injunction if Overseas Investment Co. or any of its Representatives breach or threaten to breach any of the provisions of this Agreement, and that Overseas Investment Co. shall not oppose the granting of such relief. The parties acknowledge that the Information is valuable and unique and that disclosure in breach of this Agreement will result in irreparable injury to the disclosing party.
10. It is understood and agreed that no failure or delay by either party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.
11. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, excluding that body of law known as conflicts of law, and the parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement.
12. This Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, agreements and understandings between the parties relating to the subject matter hereof. This Agreement may not be modified, amended or waived except by a written instrument duly executed by both parties. This Agreement may not be assigned by either party without the prior written consent of the other and shall be binding on, and inure to the benefit of, the respective successors of the parties hereto. This Agreement may be signed in multiple originals, each of which shall constitute an original document.

13. It is expressly agreed and understood that neither Party will recruit employees of the other Party who are engaged in this proposal effort, and any resulting contract thereof, during the course of this Agreement and for six months thereafter, without the prior written consent of the Party whose employee is being considered for employment. This shall in no way be construed to restrict, limit, or encumber the rights of any employee granted by law nor does it restrict employment through advertised announcements, job fairs, or trade shows.
14. Each party hereto shall comply with all applicable laws and regulations pertaining to the export or re-export of the confidential information.

OVERSEAS INVESTMENT COMPANY

SECURSCAN CORP.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: August __, 2015

Date: August __, 2015