

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter the "Agreement") is made and entered on this ... 4th ... day of .. May .. 2006.

BETWEEN:

- (1) The Ministry of Petroleum of the Arab Republic of Egypt (hereinafter referred to as "MoP") and
- (2) The Ministry of Commerce, Industry and Tourism of the Republic of Cyprus (hereinafter referred to as "MoCIT")

MoP and MoCIT will be referred to hereinafter individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, in connection with the desire of both Parties to cooperate with respect to the development of cross-median line hydrocarbons resources (hereinafter the "Development Project"), the Disclosing Party is willing, subject to the terms of this Agreement, to Disclose to the Receiving Party Confidential Information (as defined below) and the Receiving Party is willing to receive and hold such Confidential information in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties hereto agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

"**Confidential Information**" means all commercial, legal, technical and other data and information (including any and all information obtained by the Receiving Party, in writing or orally, through discussions with the officials, management, officers or employees of the Disclosing Party) relating to the Development Project including (but not limited to) geological, geophysical, seismic and other data, maps, models, diagrams, interpretations and modeling exercises, any and all reports or other documents created by or on behalf of the Receiving Party from such data and information and any and all interpretations reached, exercises and analyses carried out by or on behalf of the Receiving Party using such data and information, and the proposed terms of any agreement or proposed agreement between the Parties.

"**Disclosing Party**" means a Party which discloses any Confidential Information to the other Party.

12

"Median line" means the median line defined in the Agreement on the delimitation of the exclusive economic zone between the Parties, signed on 17th February 2003.

"Receiving Party" means a Party which receives Confidential Information from the other Party.

- 1.2 In this Agreement, references to a person include, where the context admits, a body corporate and unincorporated association of persons.
- 1.3 References to sub-clauses are to sub-clauses of the clauses in this Agreement in which they appear.
- 1.4 Terms which are not defined herein but which are defined in the Agreement concerning the development of cross-median line hydrocarbons resources shall have the same meaning as provided in the Agreement concerning the development of cross-median line hydrocarbons resources.

2. CONFIDENTIAL INFORMATION

- 2.1 In consideration of a Disclosing Party allowing a Receiving Party access to the Confidential Information for the purpose of evaluating and/or negotiating the Development Project, such Receiving Party agrees to keep the Confidential Information in strict confidence in accordance with the following terms:
 - 2.1.1 The Receiving Party agrees to keep the Confidential Information and its discussions with the other Party in connection with the Development Project strictly confidential and, subject to sub-clauses 2.1.2 to 2.1.4 (inclusive) below, not to disclose such Confidential Information, or discussions to any person in any manner whatsoever (including by means of photocopy or reproduction) without the prior written consent of the Disclosing Party.
 - 2.1.2 The Receiving Party may disclose the Confidential Information without the prior written consent of the Disclosing Party to the extent such information:
 - 2.1.2.1 is already in the public domain or comes into the public domain other than through a breach of the terms of this Agreement by the Receiving Party or by any person to whom disclosure of Confidential Information by the Receiving Party is permitted pursuant to sub-clauses 2.1.3 or 2.1.4 below;

- 2.1.2.2 is required to be disclosed under applicable law, decree, regulation, court order or any national or international rule binding upon a Receiving Party (provided that, as soon as practicable, such Receiving Party gives prior written notice to such Disclosing Party that such disclosure is required) and consults with such Disclosing Party on whether, and if so what, action should be taken);
 - 2.1.2.3 is already lawfully known to the Receiving Party as of the date of disclosure hereunder; or
 - 2.1.2.4 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.
- 2.1.3 The Receiving Party may disclose the Confidential Information without the prior written consent of the Disclosing Party to the Receiving Party's Affiliate, namely any company or legal entity which is directly or indirectly controlled by the Government of the Receiving Party. "Control" means the right to exercise 50% or more of the voting rights within a company or legal entity or to exercise a decisive influence on the company's or legal entity's decisions by virtue of the rules which govern it.
- 2.1.4 The Receiving Party may also disclose the Confidential Information without the prior written consent of such Disclosing Party to such of the following persons who have a clear need to access it for the purposes of evaluating, negotiating or advising on the Development Project:
- 2.1.4.1 the Receiving Party's employees, officers, directors and officials; or
 - 2.1.4.2 employees, officers, directors and officials of the Receiving Party's Affiliates;
 - 2.1.4.3 any professional adviser retained by the Receiving Party for the purpose of evaluating the Confidential Information or evaluating, negotiating or advising on the Development Project;
 - 2.1.4.4 licensees concerned in the joined development and exploitation of the cross-median line reservoir.
- 2.1.5 Prior to making any disclosure of Confidential Information as permitted under sub-clauses 2.1.3 or 2.1.4, above, the Receiving Party will procure that the proposed recipient of such

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Confidential Information is made aware of the terms of this Agreement and the Receiving Party will use its reasonable endeavors to procure that each such proposed recipient adheres to those terms as if they were a party to this Agreement. Any person to whom the Receiving Party discloses the Confidential Information pursuant to sub-clauses 2.1.3, 2.1.4.3 and 2.1.4.4 above shall enter into identical obligations of confidentiality with such Receiving Party with respect to the Confidential Information as are contained in this Agreement except that the exceptions set out in clauses 2.1.3, 2.1.4.2, 2.1.4.3 and 2.1.4.4 above shall not apply.

2.1.6 The Receiving Party shall use or permit the use of the Confidential Information only for the purpose of evaluating and/or negotiating the Development Project and not for any other purpose and the Receiving Party shall be responsible for any breach of the terms of this Agreement by any person to whom disclosure of Confidential Information is made as permitted under sub-clause 2.1.3 or 2.1.4 above.

2.2 The Confidential Information shall remain the property of the Disclosing Party. If a Receiving Party ceases to be interested in the Development Project, and/or in any event on written request by the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all of the original Confidential Information, and destroy all copies and reproductions (both written and electronic) that may be in the possession of either the Receiving Party or any person to whom any such Confidential Information was disclosed by the Receiving Party as permitted under sub-clause 2.1.3 or 2.1.4 above, and certify such destruction to the Disclosing Party.

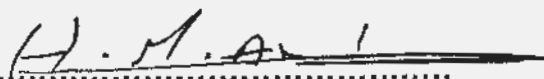
3. GENERAL

3.1 No representation or warranty, express or implied, is or will be made and no responsibility or liability is or will be accepted by the Disclosing Party or by any of its officials, directors, employees, agents or advisers as to, or in relation to, the accuracy or completeness of any Confidential Information made available to the Receiving Party or the Receiving Party's advisers. The Receiving Party is responsible for making its own evaluation of such Confidential Information.

3.2 Each Party hereby represents warrants and covenants to the other that it has the right and authority to disclose the Confidential Information disclosed by it. Each Party represents, warrants and covenants to and with the other Party that, in connection with any agreement or transaction which may be entered into by the Parties, it will make its own decisions regarding such agreement based upon its own judgment and not upon any view expressed by the other Party, and that the other Party is not acting as fiduciary, investment or commodity trading advisor for it.

- 3.3 In making Confidential information available to a Receiving Party, no Disclosing Party undertakes any obligation to provide a Receiving Party with access to any additional Confidential Information, or to update, or to correct any inaccuracies which may become apparent in the Confidential Information supplied. The supply of any Confidential Information shall not be taken as any form of commitment on the part of the Disclosing Party to proceed with any Development Project.
- 3.4 Neither the entering into of this Agreement nor the carrying out of the discussion relating to the Development Project constitute a commitment or a promise to carry out any transactions or to enter into any further agreements in respect of the Development Project. Either Party shall have the right, without advance notice to the other Party, to terminate negotiations on the Development Project at any time before the execution of a final agreement in relation to the Development Project.
- 3.5 No amendments, changes or modifications to this Agreement shall be valid, except if the same are made in writing and signed by the Parties.
- 3.6 These terms comprise the full and complete agreement of the Parties with respect to the disclosure of the Confidential Information and supersede and cancel all prior communications, understandings and agreements between the Parties, whether written or oral, expressed or implied in relation to such disclosure.
- 3.7 This Agreement shall be governed by and construed in accordance with the Laws of England. Any dispute arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules. The number of arbitrators shall be three. The place of arbitration shall be Paris. The language to be used in the arbitral proceedings shall be English.
- 3.8 Nothing herein shall be construed as creating any obligation on the Parties to perform any work or to enter into any other agreement.
- 3.9 This Agreement will be signed in two original copies in the English language and each Party will receive one original copy to act accordingly.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries have signed this Agreement.



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Mr. Hassan Akl
Representative for the Ministry of
Petroleum of the Arab Republic of
Egypt



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Mr. Solon Kassinis
Representative for the Ministry of
Commerce, Industry and Tourism
of the Republic of Cyprus