

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is executed on [] 2008 (the “**Effective Date**”) between:

1. **GENTECH RESOURCE, INC.**, a company organized and existing under the laws of the Republic of Korea, with its registered address at: 28TH Floor GFC Building, Yeoksam Dong, Gangnam Gu, Seoul, Korea (the “**Disclosing Party**”), represented for the purposes of this Agreement by Mr. Min Sok Choi, Executive Vice President; and
2. _____, a company organized and existing under the laws of _____ with its registered address at: _____ (the “**Receiving Party**”), represented for the purposes of this Agreement by Mr. _____

The Disclosing Party and the Receiving Party may also be referred to individually as “**Party**” or collectively as “**Parties**”.

CLAUSE 1 DISCLOSURE OF CONFIDENTIAL INFORMATION

Subject to Clauses 1.2 and 3 below, in connection with the possible acquisition by the Receiving Party of a participatory interest in the exploration rights held by Gentech International Kazakhstan LLP, the Kazakhstani subsidiary of the Disclosing Party (“**GIK LLP**”), in the Contract Area described in part 1 of Exhibit A (the “**Contract Area**”), the Disclosing Party is willing, in accordance with the terms and conditions of this Agreement, to disclose to the Receiving Party the following information (the “**Confidential Information**”):

- (i) information relating to the Contract Area, which information is more fully described in part 1 of Exhibit “B”; and
- (ii) information (more fully described in part 2 of Exhibit “B”) relating to the blocks and/or area which are adjacent to the Contract Area and which are described in part 2 of Exhibit A (the “**Adjacent Area**”).

CLAUSE 2 UNDERTAKING NOT TO DISCLOSE

In consideration of the disclosure referred to in Clause 1, the Receiving Party shall not disclose the Confidential Information to anyone without the prior written consent of the Disclosing Party, except as provided in this Agreement.

CLAUSE 3 CERTAIN INFORMATION NOT CONFIDENTIAL

The following shall not constitute Confidential Information:

- 3.1 information that is already known to the Receiving Party as of the Effective Date;

- 3.2 information that is or becomes available to the public other than through the act or omission of the Receiving Party or of any other person to whom the Confidential Information is disclosed by the Receiving Party unless public disclosure was made pursuant to Clause 4.1;
- 3.3 information that is acquired independently from a third party representing that it has the right to disseminate such information at the time it is acquired by the Receiving Party; or
- 3.4 information that is developed by the Receiving Party independently of the Confidential Information received from the Disclosing Party.

CLAUSE 4

PERMITTED DISCLOSURE BY RECEIVING PARTY

The Receiving Party may disclose the Confidential Information without the prior written consent of the Disclosing Party:

- 4.1 to the extent the Confidential Information must be disclosed under applicable law, including by stock exchange regulations or by a governmental order, decree, regulation or rule, provided that the Receiving Party gives a written notice to the Disclosing Party prior to such disclosure; or
- 4.2 to the following persons to the extent that the Receiving Party needs them to evaluate the Contract Area or any transaction between the Parties in relation to the Contract Area:
 - 4.2.1 employees, officers, and directors of Receiving Party; or
 - 4.2.2 employees, officers, and directors of an Affiliated Company of the Receiving Party (the “**Affiliated Company**” means any company or legal entity that controls, or is controlled by, or that is controlled by an entity that controls, a Party. “**Control**” means the direct or indirect ownership of more than fifty (50) percent of the voting rights in a company or other legal entity.); or
 - 4.2.3 any consultants or agents retained by the Receiving Party or its Affiliated Company; or
 - 4.2.4 any bank, financial institution, or entity funding or proposing to fund participation by the Receiving Party in the Contract Area, including any consultant retained by such bank, financial institution, or entity.

Prior to making any disclosures to persons under Clause 4.2.3 or Clause 4.2.4, however, the Receiving Party shall obtain an undertaking of confidentiality substantially in the same form and content as this Agreement, from each such person.

CLAUSE 5

OBLIGATION OF RECEIVING PARTY FOR PERMITTED DISCLOSURES

The Receiving Party shall be responsible to the Disclosing Party for any act or omission of the entities and persons described in Clause 4.2 that would have breached this Agreement if the action had been by the Receiving Party.

CLAUSE 6
RESTRICTION ON USE OF CONFIDENTIAL INFORMATION

- 6.1 The Receiving Party shall only use or permit the use of the Confidential Information to evaluate the Contract Area and to determine whether to enter into negotiations concerning the acquisition of all or part of the rights of the Disclosing Party in the Contract Area.
- 6.2 The Parties recognize that persons authorized to review the Confidential Information under Clause 4.2 may form mental impressions (*i.e.*, impressions not written or otherwise reduced to a record) regarding the Confidential Information. The use of these mental impressions by those persons shall not be a violation of the restriction contained in Clause 6.1.

CLAUSE 7
DAMAGES

The liability of the Parties to each other for breach of this Agreement shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived except such equitable relief as may be granted under Clause 12. In no event shall the Parties be liable to each other for any other damages, including loss of profits or incidental, consequential, special, or punitive damages, regardless of negligence or fault.

CLAUSE 8
RETURN OF CONFIDENTIAL INFORMATION

- 8.1 The Receiving Party shall acquire no proprietary interest in or right to the Confidential Information.
- 8.2 The Disclosing Party may demand the return of the Confidential Information 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 or cause to be destroyed all copies in its possession and in the possession of persons to whom it was disclosed pursuant to this Agreement.
- 8.3 The provisions of Clause 8.2 do not apply to the following:
- 8.3.1 Confidential Information that is retained in the computer backup system of the Receiving Party or a person to whom it was disclosed under Clause 4.2 if the Confidential Information will be destroyed in accordance with the regular ongoing records retention process of the Receiving Party or such person and if the Confidential Information is not used prior to its destruction; and
- 8.3.2 Confidential Information that must be retained under applicable law, including by stock exchange regulations or by governmental order, decree, regulation or rule.

CLAUSE 9
EVALUATION MATERIAL

- 9.1 Information generated by the Receiving Party or by a person described in Clause 4.2 that is derived in whole or in part from Confidential Information is “**Evaluation Material**.” Evaluation Material includes models, analyses, estimates of reserves, interpretations, presentations for management, and economic evaluations.

- 9.2 During the term of this Agreement, the Receiving Party shall not disclose the Evaluation Material to anyone other than the persons described under Clause 4 without the prior written consent of the Disclosing Party.

**CLAUSE 10
TERM**

This Agreement shall terminate on the earlier of two (2) years from the date of its execution or the date on which disclosure is no longer restricted by the law applicable to the Contract Area; or the date on which disclosure is no longer restricted by the terms of the concession, license, contract or permit currently covering the Contract Area.

**CLAUSE 11
REPRESENTATIONS AND WARRANTIES**

The Disclosing Party 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, express or implied, as to the quality, accuracy and completeness of the Confidential Information, and the Receiving Party expressly acknowledges the inherent risk of error in the acquisition, processing, and interpretation of geological and geophysical data. The Disclosing Party, its Affiliated Companies, their officers, directors and employees shall have no liability whatsoever regarding the use of or reliance upon the Confidential Information by the Receiving Party.

**CLAUSE 12
GOVERNING LAW AND DISPUTE RESOLUTION**

- 12.1 This Agreement shall be governed by and interpreted in accordance with the substantive laws of England and Wales excluding any choice of law rules which would refer the matter to the laws of another jurisdiction.
- 12.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled through negotiation and reconciliation. If such disputes cannot be settled through negotiation, they shall be submitted to the arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be []. The language to be used in the arbitral proceedings shall be English. Any award of the arbitral tribunal shall be final and binding and enforceable on the Parties, and the Parties hereby irrevocably waive their right to any form of appeal, review or recourse to any state court or other judicial authority insofar as such waiver may be validly made.

**CLAUSE 13
NONEXCLUSIVE DISCLOSURE OF THE CONFIDENTIAL INFORMATION**

The disclosure of the Confidential Information to the Receiving Party is nonexclusive, and the Disclosing Party may disclose the Confidential Information to others at any time.

**CLAUSE 14
NO RIGHTS IN THE CONTRACT AREA**

Unless otherwise expressly stated in writing, any prior or future proposals or offers made in the course of the discussions of the Parties are subject to all necessary management and government approvals and may be withdrawn by either Party for any reason or for no reason at any time. Nothing contained herein is intended to confer upon the Receiving Party any right whatsoever to the interest of the Disclosing Party in the Contract Area.

CLAUSE 15
RESTRICTION ON COMPETITION

- 15.1 The Receiving Party shall use the Confidential Information solely for the purpose of considering, evaluating and negotiating the possible acquisition by the Receiving Party of a participatory interest in the exploration rights held by GIK LLP and not for any other purpose including, without limitation, to compete with the Disclosing Party and any of its affiliates including GIK LLP.
- 15.2 The Receiving Party covenants with the Disclosing Party that for a period starting on the date hereof and ending two years after the expiry (or termination) of this Agreement, neither it nor any of its affiliates will engage in any bids and/or negotiations with the Kazakhstani Ministry of Energy and Mineral Resources and/or any other state or private parties with respect to participation in the exploration and development of the Contract Area and/or Adjacent Area.

CLAUSE 16
GENERAL PROVISIONS

- 16.1 No waiver by either Party of any one or more breaches of this Agreement by the other Party shall operate or be construed as a waiver of any future default or defaults by the same Party. Neither Party shall be deemed to have waived, released, or modified any of its rights under this Agreement unless such Party has expressly stated, in writing, that it does waive, release or modify such rights.
- 16.2 This Agreement may not be modified except by written consent of the Parties.
- 16.3 The topical headings used in this Agreement are for convenience only and shall not be construed as having any substantive significance or as indicating that all of the provisions of this Agreement relating to any topic are to be found in any particular Clause or provision.
- 16.4 Reference to the singular includes a reference to the plural and vice versa.
- 16.5 Unless otherwise provided, reference to any Clause or an exhibit means a Clause or exhibit of this Agreement.
- 16.6 The words "include" and "including" have an inclusive meaning, are used in an illustrative sense and not a limiting sense, and are not intended to limit the generality of the description preceding or following such term.
- 16.7 This Agreement may be executed in counterparts and each counterpart shall be deemed an original Agreement for all purposes; provided that neither Party shall be bound to this Agreement until both parties have executed a counterpart. For purposes of assembling the counterparts into one document, the Disclosing Party is authorized to detach the signature page from one counterpart and, after signature thereof by the Receiving Party, attach each signed signature page to a counterpart.
- 16.8 This Agreement comprises the full and complete agreement of the Parties regarding the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings, and agreements between the Parties relating to the Confidential Information, whether written or oral, expressed or implied.

16.9 The interpretation of this Agreement shall exclude any rights under legislative provisions conferring rights under a contract to persons not a party to that contract.

**CLAUSE 17
NOTICES**

All notices authorized or required between the Parties by any of the provisions of this Agreement shall be in written English, properly addressed to the other Party as shown below, and delivered in person, by courier, or by any electronic means of transmitting written communications that provides written confirmation of complete transmission. Oral communication and e-mails do not constitute notice for purposes of this Agreement. A notice given under any provision of this Agreement shall be deemed delivered only when received by the Party to whom the notice is directed. **“Received”** for purposes of this Clause means actual delivery of the notice to the address or facsimile address of the Party shown below.

GENTECH RESOURCE, INC. _____ (DISCLOSING PARTY)

Address: 28th Floor, GFC Building
Yeoksam Dong
Gangnam Gu
Seoul, Korea
Attention: Mr. Min Sok Choi
Telephone: + 82-2-2016-0700
Facsimile: + 82-2-2016-0777
Email: minchoi@gentech.co.kr

_____ (RECEIVING PARTY)

Address:
Attention:
Facsimile:
Email:

**CLAUSE 18
ASSIGNMENT OF THIS AGREEMENT**

The Receiving Party may assign this Agreement to an Affiliated Company; provided, however, the Receiving Party shall remain liable for all obligations under this Agreement. The Receiving Party may assign this Agreement to a person or entity that is not an Affiliated Company only with the prior written approval of the Disclosing Party. Any attempted assignment by the Receiving Party to a person or entity that is not an Affiliated Company without the prior written approval of the Disclosing Party shall be void. Without limiting the prior provisions of this Clause 18, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

IN WITNESS of their agreement each Party has caused its duly authorized representative to sign this instrument effective on the date first written above.

Signed:

GENTECH RESOURCE, INC. _____ (DISCLOSING PARTY)

By: _____

Printed Name: Min Sok Choi

Title: Executive Vice President

_____ **(RECEIVING PARTY)**

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

PART 1 – CONTRACT AREA



Приложение 2-1
к контракту № 2475 от 02.11.2007г.
на право недропользования
(нефть)

**МИНИСТЕРСТВО ЭНЕРГЕТИКИ И МИНЕРАЛЬНЫХ РЕСУРСОВ
КОМИТЕТ ГЕОЛОГИИ И НЕДРОПОЛЬЗОВАНИЯ
РЕСПУБЛИКАНСКИЙ ЦЕНТР ГЕОЛОГИЧЕСКОЙ ИНФОРМАЦИИ
«КАЗГЕОИНФОРМ»**

ГЕОЛОГИЧЕСКИЙ ОТВОД

Выдан *Товариществу с ограниченной ответственностью «Gentech International
Kazakhstan»* на право недропользования для разведки углеводородного сырья в пределах
блока *XXXI-36-A(частично), B(частично), C(частично), D, E, F*

Геологический отвод расположен в *Кызылординской области*

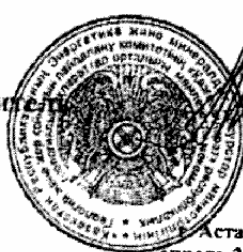
Границы отвода на картограмме обозначены *угловыми точками с т. 1 по т. 4*

угловые точки	координаты угловых точек	
	северная широта	восточная долгота
1	45° 38' 00"	64° 00' 00"
2	45° 38' 00"	64° 30' 00"
3	45° 20' 00"	64° 30' 00"
4	45° 20' 00"	64° 00' 00"

Площадь геологического отвода - 1 300 (одна тысяча триста) кв. км.

Глубина отвода – минус 2 500 м

Руководитель



П. Ниценко

Астана,
апрель 2008г.

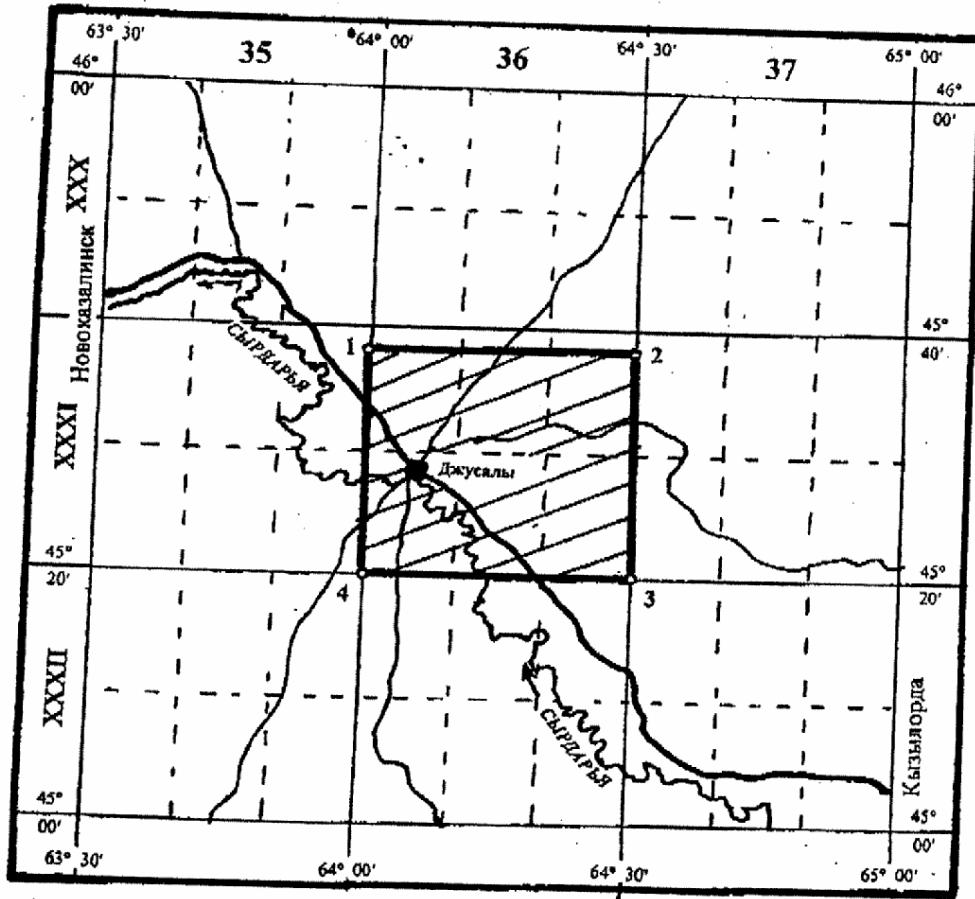
RECEIVED

23 MAY 2008

Приложение 1
к геологическому отводу
на право недропользования
(нефть)

Картограмма расположения
геологического отвода в пределах блока XXXI-36-A(частично),
B(частично),C(частично),D,E,F

Масштаб 1:1000 000



контрактная территория блоков Кызылординской области

EXHIBIT "A"

PART 2 – ADJACENT AREA

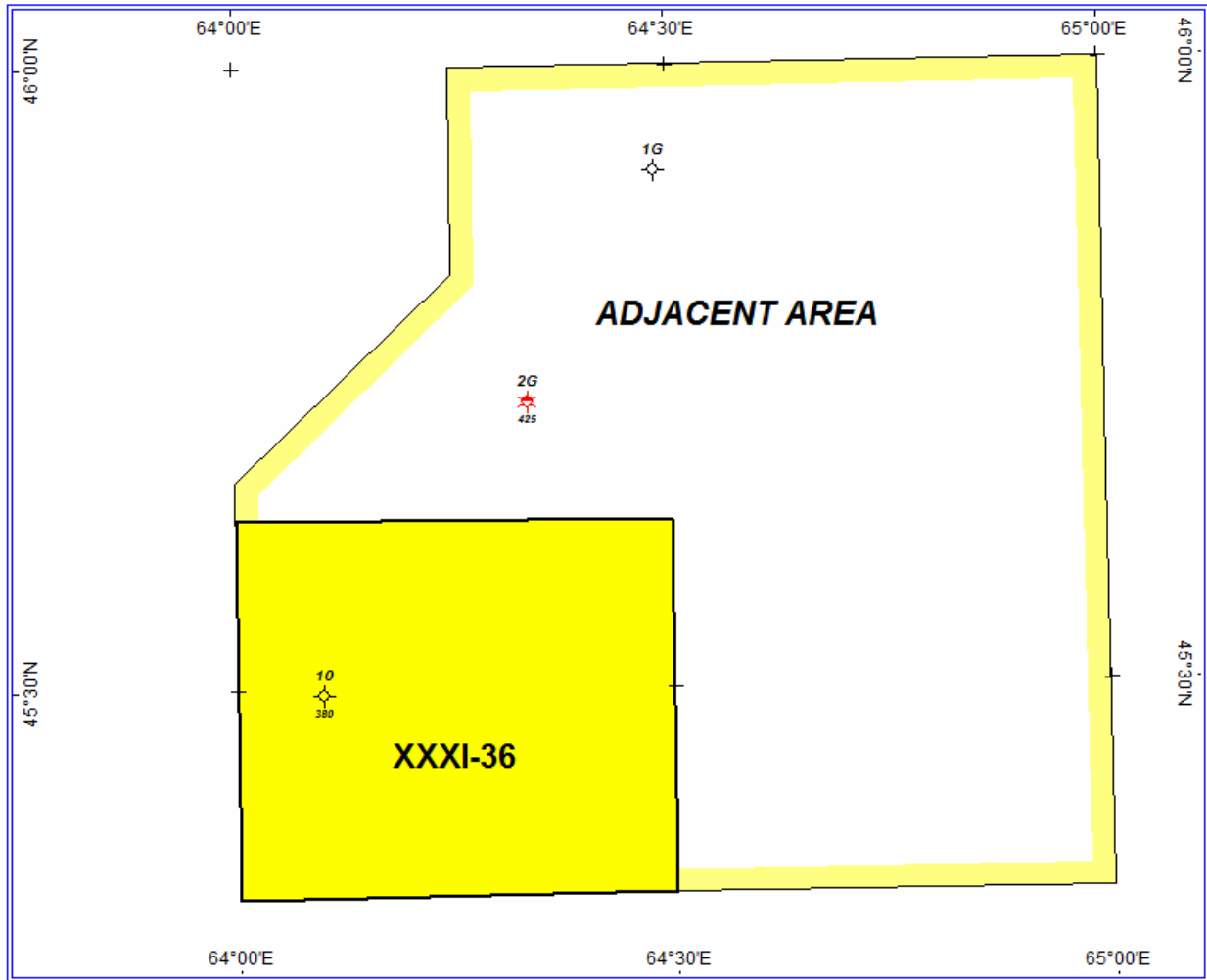


EXHIBIT “B”
CONFIDENTIAL INFORMATION

PART 1

The following information shall constitute the Confidential Information relating to the Contract Area:

- any and all existing information and data relating to the investment tender organized by MEMR to identify the best bid for exploration of the Contract Area;
- any and all existing information and data relating to the proposal (bid) submitted by GIK LLP’s legal predecessor (Orion Asia LLP) to MEMR;
- any and all geochemical, geophysical and geotechnical information, data, maps, reports, samples, core logs, analysis, results of tests and other materials in connection with any activities undertaken (or to be undertaken) in connection with the Contract Area and/or Exploration Contract;
- the terms of the Exploration Contract (and any and all schedules and amendments thereto);
- working programs and GIK LLP’s compliance reports;
- any other commercial, contractual and financial information relating to the Contract Area and/or GIK LLP’s operations under the Exploration Contract.

PART 2

The following information shall constitute the Confidential Information relating to the Adjacent Area:

- any and all geochemical, geophysical and geotechnical information, data, maps, reports, samples, core logs, analysis, results of tests and other materials relating to the Adjacent Area (whether received in connection with any activities undertaken under the Exploration Contract or otherwise);
- any and all existing information and data relating to any investment tender(s) organized (or to be organized) by MEMR to identify the best bid(s) for exploration and/or development of any part of the Adjacent Area.