NON-DISCLOSURE AGREEMENT

This agreement (“Agreement”) is made between:

**Mobile Interim Company 2 S.A.L,** a Lebanese Joint Stock Company duly incorporated under the laws of Lebanon, registered with the Commercial Register of Beirut under No /1000382/, having its head office located at Beirut Central Building – Touch Building, Fouad Chehab Avenue – Bachoura, Plot #1526 / Bloc B

**(First Party)**

and

**XXXXXXX,**, a company duly incorporated under the laws of XXXXXX, registered with the Commercial Register of XXXXXX under No /XXXXXX/, having its head office located at xxxxxxx. xxxxxxxxxxxxxxxxxxxx, ,.and represented by its xxxxxx, Mr. xxxxxxxxxxxxxxxxxxx,

 **(Second Party)**

## STATEMENT OF PURPOSE

The parties, for their mutual benefit, want to disclose to one another certain confidential and proprietary information ("Confidential Information") in order to understand each party’s products, services and needs, and to allow each party to evaluate certain products and services of the other party ("Permitted Purpose"). The parties are entering into this Agreement to set forth their understanding of their rights and obligations concerning the use and disclosure of this Confidential Information.

## AGREEMENT

**Article 1: Definition**

In consideration of the receipt of such Confidential Information and the mutual promises made below, the parties hereby agree as follows:

The term “Confidential Information” includes without limitation trade secrets, copyrights, specifications, design plans, analyses, studies, drawings, software, software documentation, data, prototypes, protocols, marketing plans, financial information, code, algorithms, know how, formulas, processes, ideas, inventions, forecasts, strategies and any other business or technical information that one party (“Disclosing Party”) discloses to the other (“Receiving Party”) either orally or in writing.

**Article 2:**  **Obligations of the Receiving Party**

2.1 The Receiving Party shall:

* Hold all Confidential Information in confidence and use it only for the Permitted Purpose.
* Reproduce Confidential Information only as reasonably required in furtherance of the Permitted Purpose.
* Restrict disclosure of Confidential Information only to its employees, advisors, subcontractors and representatives with a need to know and who have been notified that such information is Confidential Information for the purpose set forth herein.
* Protect the Confidential Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information, as the Receiving Party uses to protect its own Confidential or Proprietary Information of a like nature.
* Take all reasonable precautions that its employees, advisors, subcontractors and representatives comply with the Receiving Party’s obligations under this Agreement. The Receiving Party shall not disclose Confidential Information to third parties without the Disclosing Party’s prior written consent.

2.2 The above restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information:

* After it has become generally available to the public without breach of this Agreement or through no wrongful act, fault or negligence on the part of the Receiving Party.
* Received by the Ministry of Telecommunications (MoT)
* Which at the time of disclosure to the Receiving Party was known to such party free of restriction and evidenced by written documentation in such party's possession.
* Which the Disclosing Party agrees in writing is free of such restrictions.
* Which is independently developed by the Receiving Party as evidenced by its written records.
* Provided the Receiving Party gives the Disclosing Party a reasonable opportunity to seek a protective order or similar judicial constraint, the Receiving Party may disclose Confidential Information to the extent such disclosure is required by law or order of a regulatory or judicial authority.
* If the Disclosing Party gives its written authorization for releasing this confidential information to the public or to a specific third party.

2.3 The Receiving Party shall not directly or indirectly transmit Confidential Information to anyone. This prohibition includes transmittal of products incorporating or resulting from the use of Confidential Information. Concerning permitted transmittals, the Receiving Party shall comply with the pertinent laws of all applicable countries regarding disclosure and transmission of the information.

2.4 The Confidential Information is the Disclosing Party's property. Therefore, the Receiving Party shall, upon the Disclosing Party's written request or upon termination or expiration of this agreement or upon the Receiving Party's determination that it no longer has a need for such information:

* Turn over promptly to the Disclosing Party all Confidential Information, all documents or media containing the Confidential Information, prepared by the Receiving Party or by their representatives and all copies or extracts thereof. No copy will be retained by the Receiving Party for any reason.
* Destroy any Confidential Information transferred to the Receiving Party's computer hardware system.
* Confirm in written certification signed by an authorized representative of the Receiving Party that all copies of the Confidential Information have been turned over or destroyed.

**Article 3:** **Property Rights**

Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party under any trademark, patent, copyright, mask work, protection right or any other intellectual property right.

**Article 4:** **Warranty**

The Disclosing Party makes no representation, warranty, or guarantee of any kind with respect to the Confidential Information. Without limiting the generality of the foregoing disclaimer, the Disclosing Party in particular does not warrant or represents the non-infringement of trademarks, patents, copyrights, mask protection rights or any third-party rights in or to the Confidential Information.

**Article 5:** **Term**

The term of this Agreement shall be for the period of one year starting from the signature date hereunder or for period of the subsequent agreement (s) signed between parties, if any, without waiving the period starting from the signature date of this Agreement until the signature of subsequent agreement (s), in any such case.

**Article 6:** **Obligations upon Termination**

6.1 Notwithstanding the foregoing, the Receiving Party's obligation to protect the Disclosing Party's Confidential Information hereunder shall survive expiration or termination of this Agreement for a period of 5 (Five) years from the date of each such disclosure of Confidential Information.

6.2 The furnishing of Confidential Information hereunder shall not obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other party.

**Article 7:** **Indemnification**

The Receiving Party agrees to indemnify and hold the Disclosing Party harmless from and against any action, claim or proceeding and costs, expenses or damages arising there from which may be made by any of the parties as a result of any disclosure of the Confidential Information in breach of this Agreement.

**Article 8:** **Remedies**

Without prejudice to any of the rights and remedies the Disclosing Party may have, the Receiving Party agrees that breach of this Agreement by its employees, advisors and representatives, will cause the Disclosing Party irreparable damage that cannot be fully remedied through the payment of monetary damages. Accordingly, the Disclosing Party shall have the right to obtain injunctive relief upon the Agreement's breach or threatened breach without proof of special damage.

**Article 9:** **Effects**

This Agreement shall be binding upon and inure to the benefit of both parties, their successors and assignees.

**Article 10:** **Entire Agreement**

This Agreement constitutes the entire understanding between the parties as to the disclosure and use of the Confidential Information. It supersedes and terminates any prior or contemporaneous discussions or agreements relating to its subject matter. No amendment or modification of this Agreement shall be valid or binding on the parties unless in writing and duly executed by both parties. No failure or delay by either party hereto in exercising any right, power of privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege.

**Article 11:** **Applicable Law and Jurisdiction**

The laws of Lebanon shall govern this Agreement with exclusive jurisdiction to the Courts of Beirut.

**Article 12:** **Notifications**

Any notices, requests, or consents required to be given pursuant to this Agreement, shall be given in writing either personally served or sent by overnight delivery service maintaining records of receipt, or by certified mail return receipt requested, directed to the Legal Department of each party at the address of the party listed hereinabove, or other address as may be designated by either party.

**Article 13:** **Severability**

Each party warrants to the other that this Agreement has been duly authorized and executed and is valid and legally binding upon such party and enforceable in accordance with its terms. If a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, then, in that jurisdiction only, the provision shall be severable from this Agreement without invalidating the remaining provisions of this Agreement.

**IN WITNESS HEREOF,** the parties have executed this Agreement in two original copies, on …………….. each party receiving one original.

**Mobile Interim Company 2 S.A.L.** **XXXXXX**