

## CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the XX of XXXXXX

### BETWEEN:-

- (1) **Breezecom FZC** whose registered office is \_\_\_\_\_ (“Breezecom ”);  
and
- (2) **XXX** whose registered office is \_\_\_\_\_ (“XXX”).

### BACKGROUND:-

The parties wish to disclose certain technical and/or commercial information to each other on a confidential basis in connection with exploring a possible telecommunications-related relationship. (the “**Purpose**”).

### WE AGREE:-

#### 1. DEFINITIONS

In this Agreement the following terms and expressions shall have the meanings set out below:-

- |                             |  |
|-----------------------------|--|
| <b>"Associated Company"</b> | In relation to a party, any other company controlling controlled by or under common control with that party. For the purposes of this definition, “control” means possession, direct or indirect, of the power to direct the management of a company;  |
| <b>“Information”</b>        | means any and all information of any kind whatsoever disclosed to one party or any of its Representatives by the other or any of its Representatives prior to, or after, the date of this Agreement in whatever form including, but not limited to, processes, strategies, data, know-how, trade secrets, designs, photographs, drawings, specifications, technical literature and other information or material whether in oral, written, graphic or electromagnetic form (and including without limitation any notes, information or analyses derived from such information however it is produced) and which may reasonably be considered as confidential information of the Disclosing Party (as defined below); |
| <b>“Representatives”</b>    | Means the directors, officers, employees and consultants of the Receiving Party and its Associated Companies together with any professional advisors of the Receiving Party which it consults in relation to the Purpose.  |

#### 2. TERM AND DURATION

- 2.1 This Agreement shall commence on the date of signature and, except as the parties may otherwise agree, shall continue to remain in force until terminated by one party giving one month's notice in writing to the other party.
- 2.2 Information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") shall be treated as confidential and safeguarded by the Receiving Party in accordance with this Agreement for a period of 5 years from the date of termination of this Agreement. For the avoidance of doubt, the provisions of this Clause shall survive any termination of the Agreement.

### **3. CONFIDENTIALITY UNDERTAKINGS**

- 3.1 The Receiving Party agrees with and undertakes to the Disclosing Party that it shall and shall procure that its Representatives shall for the duration of this Agreement and for a period of 5 calendar years thereafter:-
  - (a) keep in strict confidence and in safe custody any Information disclosed to the Receiving Party by the Disclosing Party;
  - (b) not use or exploit any Information other than for the Purpose;
  - (c) not copy or reproduce any or all of the Information except as is reasonably necessary for the Purpose;
  - (d) promptly comply with any reasonable directions of the Disclosing Party which are given for the protection of the security of the Information;
  - (e) except as may be required by any applicable law or regulation or the rules or requirements of any relevant stock exchange or relevant regulatory authority, not distribute, disclose or disseminate Information to anyone, except its Representatives who have a need to know such Information for the Purpose; and
  - (f) inform each such Representative of the restrictions as to confidentiality, use and disclosure of such Information contained in this Agreement and, to the extent that each such Representative is not already under an appropriate duty of confidentiality, impose upon each such Representative obligations of confidentiality at least equivalent to those set out in this Agreement.
- 3.2 Subject to Clause 4 (e) below, each party undertakes that it shall not (without the prior consent in writing of the other party) release any press statement or make any other announcement to any third party or make any public statement regarding the existence or content of the discussions contemplated by this Agreement or the identity of the parties to such discussions.

### **4. EXCEPTIONS**

- 4.1 The provisions of this Agreement shall not apply to Information which the Receiving Party can show to the Disclosing Party's reasonable satisfaction:-
- (a) was known to the Receiving Party (without obligation to keep the same confidential) at the date of disclosure of the Information by the Disclosing Party;
  - (b) is after the date of disclosure acquired by the Receiving Party in good faith from an independent third party who is not subject to any obligation of confidentiality in respect of such Information;
  - (c) in its entirety was at the time of its disclosure in the public knowledge or has become public knowledge during the term of this Agreement otherwise than by reason of the Receiving Party's neglect or breach of the restrictions set out in this or any other agreement;
  - (d) is independently developed by the Receiving Party without access to any or all of the Information; or
  - (e) is required by law, judicial action, the rules or regulations of a recognised stock exchange, government department or agency or other regulatory authority to be disclosed in which event the Receiving Party shall take all reasonable steps to consult and take into account the reasonable requirements of the Disclosing Party in relation to such disclosure.

## **5. RETURN OF INFORMATION**

On the earlier of either the termination of this Agreement pursuant to Clause 2 or the written request of the Disclosing Party, the Receiving Party shall return or destroy (at the Disclosing Party's option) all Information and all copies of the Information in its possession or in the possession of its Representatives, whether in written, graphic, electromagnetic or other form capable of return or destruction.

## **6. BREACH OF AGREEMENT**

The parties agree that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement and accordingly that, without prejudice to any other rights and remedies available, the Disclosing Party shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement.

**7. GENERAL**

- 7.1 Nothing in this Agreement shall be construed as granting or conferring any rights in title to or licence in respect of the Information disclosed to the Receiving Party. All Information shall remain at all times the property of the Disclosing Party.
- 7.2 The disclosure of Information by the Disclosing Party will not create an obligation on either party to enter into any further agreement or to proceed with any possible relationship or other transaction.
- 7.3 Neither party warrants the accuracy or completeness of any Information and all implied warranties or representations to that effect are excluded.
- 7.4 Failure by either party to enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof of any other right on any later occasion.
- 7.5 Any notice or other communication to be given under this Agreement shall be made by first class prepaid mail (or by airmail when the recipient is located outside the Pakistan), addressed to the company secretary of the recipient at the address set out above or to such other address as may be notified in writing by one party to the other from time to time.
- 7.6 These terms constitute the entire understanding and supersede all prior communications, agreements and understandings of the parties with regard to the disclosure of information relating to the Purpose subject matter of this Agreement. Any alteration, addition or modification of this Agreement must be agreed in writing between the parties.
- 7.7 This Agreement shall be governed by the laws of England and both parties agree to accept the exclusive jurisdiction of the UK courts.

**IN WITNESS WHEREOF** this Agreement has been duly executed the day and year first above written.

SIGNED by \_\_\_\_\_ )  
an authorised signatory for and on behalf of )  
**Breezecom** )  
)

SIGNED by \_\_\_\_\_ )  
an authorised signatory for and on behalf of )  
**XXX** )