

**. Confidentiality and Non-Disclosure Engagement
(SERVADMIN S.A. GENERAL TERMS OF BUSINESS)**

As stipulated by Section 3.3. of the MCA, the Customer shall provide access to all contracts, specifications, invoices, bank statements, guarantees and other documents for the purposes of planning the Customer's operations and for the purposes described under Sections 2.1.-2.5 hereof,

In order to ensure the confidentiality of the documents **IT IS AGREED** as follows:

1 DEFINITIONS

In this Schedule unless the context otherwise requires:

'Authorised Person' means any employee, director, consultant or agent of the Management Consultant and any other named firm, individual or company engaged in providing services directly to the Management Consultant and/or who has been previously approved in writing by the Customer.

'Confidential Information' means specifically defined information any such information as the Customer may from time to time provide to the Management Consultant (in whatever form including without limitation orally, written, in electronic, tape, disk, physical or visual form) relating to the Project, and all know-how, trade secrets, tactical, scientific, statistical, financial, commercial or technical information of any kind directly or indirectly disclosed before or after the date of this Agreement by the Customer to the Management Consultant or any Authorised Person whether in existence at the date of this Agreement or which subsequently comes into existence including any copies, reproductions, duplicates or notes in any form whatsoever.

'Project' means the functions of the Management Consultant defined by the MCA as well as any project of the Customer information about which is disclosed to the Management Consultant.

2 PROVISION OF CONFIDENTIAL INFORMATION

- 2.1 The Management Consultant acknowledges that the Confidential Information has been supplied by the Customer in confidence, may have considerable value and is of significant importance to the Customer.
- 2.2 The Management Consultant further acknowledges that the Customer makes no representation with respect to the accuracy or completeness of the Confidential Information except to the extent agreed by the Customer in writing.
- 2.3 The Management Consultant accepts that certain information can be provided only in the offices of the Customer or Customer's lawyers, accountants or auditors and shall not be remitted to the Management Consultant, however the Management Consultant shall have the necessary access to this information.
- 2.4 The Management Consultant also engages to return all materials to the Customer as soon as the Customer demands it or as soon as work on a specific project is completed, without making and or keeping any copies, reproductions, duplicates or notes in any form whatsoever.

3 INFORMATION USE AND PURPOSE

- 3.1 The Management Consultant agrees to keep the Confidential Information in complete confidence and, save as expressly permitted under this Agreement, not to disclose, use, copy in whole or in part or modify or adapt the Confidential Information in any way without the Customer's prior written consent which may be given or withheld in its absolute discretion, and the Management Consultant agrees that it will not use any of the Confidential Information so as to procure any commercial advantage over the Customer.
- 3.2 The Management Consultant undertakes to the Customer that it shall not use any of the Confidential Information in any way whatsoever without the prior written consent of the Customer except to the extent reasonably necessary in connection with the Management Consultant's evaluation of the Confidential Information and for this purpose the Customer agrees that the Management Consultant may analyse the Confidential Information and disclose the Confidential Information to Authorised Persons in accordance with clause 4.
- 3.3 Except as provided in clause 5, the obligation to keep the Confidential Information confidential shall survive and subsist for a period of 5 (five) years from the date of each disclosure of Confidential Information by the Customer pursuant to this Agreement notwithstanding any service of notice by the Customer under this Agreement.

4 AUTHORISED DISCLOSURES

- 4.1 The Management Consultant may disclose some or all of the Confidential Information to any Authorised Person provided that either:
 - 4.1.1 such Authorised Person is subject to a general obligation of confidentiality to the Management Consultant which extends to such information; or
 - 4.1.2 such Authorised Person has executed and delivered to the Management Consultant a written undertaking to comply with the terms of this Agreement so far as they relate to information provided to such Authorised Person.
- 4.2 The Management Consultant will procure that all Authorised Persons to whom it discloses the Confidential Information comply with this Agreement as if they were parties.
- 4.3 It is expressly agreed that for the purposes of accepting the Management Consultant's work and for the execution of Protocols of Acceptance on behalf of the Customer, information in any form can be disclosed to the mutually agreed Third Party (or its Authorised Persons) that is/are expressly authorized by the Customer to execute all Protocols of Acceptance or acts of reconciliation on the Customer's behalf; for this purpose the Customer has agreed to appoint Messrs (XXXX of XXXXX)

5 AVAILABLE INFORMATION

The Management Consultant's obligations under clause 3 do not apply to, and the term 'Confidential Information' shall be deemed to exclude any information which the Management Consultant can prove:

- 5.1 was known to the Management Consultant prior to any such disclosure to the Management Consultant by the Customer;
- 5.2 was at the time of disclosure by the Customer, or subsequently becomes, published, accessible to the public or otherwise in the public domain other than through any breach of this Agreement by the Management Consultant or any Authorised Person;
- 5.3 may be required by law, regulation or order of a court of competent jurisdiction to be disclosed and the Management Consultant will immediately notify the Customer

in writing of the requirement for disclosure and of all relevant surrounding circumstances. If the Management Consultant is unable so to notify the Customer before such disclosure is required it will notify the Customer immediately after the disclosure has been made. The Management Consultant will use its best endeavours to resist disclosure (and to assist the Customer in resisting the requirement for disclosure) and to maintain the confidentiality of any Confidential Information.

6 ACKNOWLEDGMENTS AND BREACH

- 6.1 The Management Consultant acknowledges that the rights which are sought to be protected by this Agreement are unique and that any breach by it or by an Authorised Person of these terms would cause the Customer irreparable and unquantifiable damage and that the Customer shall be entitled to apply for and obtain (but without prejudice to any such rights as the Customer may have to obtain damages in any such respect) interlocutory and/or final injunctive or other equitable relief against or in respect of any actual or threatened breach hereof by the Management Consultant or any Authorised Person.
- 6.2 The Management Consultant agrees that it shall be responsible for any breach of any of the terms of this Agreement by it (including its directors, officers, agents and employees) or by any Authorised Person and the Management Consultant will indemnify the Customer from and against all loss or damage (including but not limited to legal costs) which may arise from the unauthorised disclosure or use of any of the Confidential Information by the Management Consultant or its directors, officers, agents or employees, or by any Authorised Person.
- 6.3 All the terms and conditions set out in this Agreement shall extend to any further negotiations or discussions of any kind between the Customer and the Management Consultant and shall continue for the period specified in clause 3.3.
- 6.4 Neither the Management Consultant nor the Customer will solicit or discourage from being employed by the other party any person who was at any time during the period of the MCA or five years prior to it or three years past its expiration an employee of the other party (except that this restriction shall only apply to employees whose details were received as part of the Confidential Information or in the course of negotiations between the Customer and the Management Consultant). The obligations contained in this clause will expire 6 (six) months from the last date of any discussions or negotiations between the Customer and the Management Consultant concerning the Confidential Information or 18 (eighteen) months from the last date of any disclosure of Confidential Information by the Customer to the Management Consultant pursuant to this Agreement (whichever shall be the later).

7 ANNOUNCEMENTS AND RETURN OF INFORMATION

- 7.1 The Management Consultant may not make any public announcement in relation to the Confidential Information and neither the Management Consultant nor the Customer may make any public announcement of the fact that discussions between the Customer and the Management Consultant are taking place without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed if such announcement is required by law or regulation; provided that the party which is subject to such legal or regulatory requirement to make an announcement will use its best endeavours to resist disclosure and to assist the other party in resisting the requirement for disclosure.
- 7.2 The Management Consultant and every Authorised Person shall each return to the Customer on written demand to the Management Consultant any and all written

documents or materials containing the Confidential Information together with all copies and if the Customer should so require the Management Consultant shall, when returning documents or materials, provide to the Customer a statutory declaration duly executed by an officer of the Management Consultant confirming that, to the best of the declarant's knowledge, information and belief, the Management Consultant has complied with all of its obligations under this Agreement.

8 GENERAL

- 8.1 None of the rights or obligations of the Management Consultant under this Agreement may be assigned or transferred.
- 8.2 This Agreement is binding on and shall apply for the benefit of the parties' personal representatives, successors in title and permitted assignees.
- 8.3 This Agreement constitutes the entire agreement between the parties relating to its subject matter, and supersedes all previous agreements between the parties relating to that subject matter.
- 8.4 Any variation or waiver of any of the terms of this Agreement shall not be binding unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the parties.
- 8.5 If any provision of this Agreement, or any part of a provision of this Agreement, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, shall continue in effect.
- 8.6 A failure or delay in enforcing compliance with any term of this Agreement shall not be a waiver of that or any other term of this Agreement.
- 8.7 The Management Consultant shall execute such further documents and perform and do such further acts and things as the Customer may reasonably request in writing in order to carry the provisions of this Agreement into full effect.
- 8.8 The parties to this Agreement acknowledge that this Agreement was negotiated and executed and that such negotiations and execution of this Agreement were not affected by fraud, undue influence, coercion or duress or an unequal bargaining power.
- 8.9 All notices which are given in connection with this Agreement shall be in writing and shall be sent to the address set out on the first page of this Agreement or to such other address as the addressee may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class posted letter or facsimile transmission and shall be deemed to have been served if by personal delivery when delivered if by posted 5 (five) days after posting and if by facsimile transmission when despatched subject to the production by the sender's facsimile machine of a successful transmission report.
- 8.10 A person who is not a party to this Agreement has no rights to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available.
- 8.11 The rights and remedies provided for in this Agreement are cumulative with and not exclusive of any rights or remedies otherwise provided by law or in equity.
- 8.12 Neither this Agreement nor any future negotiations shall commit either party to proceed with any further transaction which is subject to a formal written agreement being agreed and signed by the parties.

(full text is submitted to the Customer with the Draft MCA and Licensing Agreement)