

NON DISCLOSURE AGREEMENT

Between Parties

SPACETEL - BENIN SA, whose registered office is located in Cotonou, 360, Boulevard de la Marina, 01 BP 5293 Cotonou, Phone: (229) 21 31 66 41, Fax: (229) 21 31 66 43, registered under number RB / COT / 07 B 1137 (formerly No. 22.749-B) under the MTN trademark, Represented by Mr, Chief Executive Officer, duly authorized for the purposes hereof and the consequences thereof,

Hereinafter referred to as "**MTN BENIN**"

And

....., Limited Company with Board of Directors and a capital of CFA francs, whose registered office is in, BP, Registered with the Trade Register of under number, Represented by, Mr. duly authorized for the purposes hereof and the consequences thereof,

Hereinafter referred to as "**The Provider**"

SPACETEL BENIN and are individually referred to as the "Party" and collectively as the "Parties".

PREAMBLE

MTN BENIN, is a mobile telephony operator in Benin operating under the MTN brand

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The Parties decided to come closer together in order to agree on the terms and conditions of their possible partnership. However, the information to be exchanged by the parties during their negotiations is strictly confidential and are not accessible to the public and must be kept in absolute secrecy by the persons informed in the negotiations.

Since the information has been considered confidential by the Parties, the Parties recognize that there is a need to protect the information and to restrict its disclosure.

For this reason, the Parties agree together on this confidentiality agreement defining the terms and conditions of use of all information exchanged between them.

NOW IT IS HEREBY AS FOLLOWS

Article 1: Value

The above statement has the same legal force as this Agreement, of which it constitutes an integral part.

Article 2: Entire Agreement

The Agreement reflects all the commitments entered into by the Parties within the framework defined in the preamble. It shall supersede and replace the written or oral agreements concluded between the Parties prior to its signature

Article 3: Purpose

The purpose of this Agreement is to define the terms and conditions for the exchange of confidential information between the Parties, to lay down the procedures for the use of such confidential information and to determine the rights and obligations of each Party with respect to confidential information exchanged.

Article 4: Confidential Information

4.1 Definition of Confidential Information

Under this Agreement, shall constitute confidential information, any documents, information or data deemed confidential by the Parties that may be exchanged in the course of discussions or working sessions relating to their future partnership.

4.2 Mode Nature of Confidential Information

The information exchanged between the Parties is commercial, financial, technical, legal and marketing information. The project and the idea of this service are included in the confidentiality.

4.3 Disclosure of Confidential Information

- Confidential information may be exchanged between the Parties in writing, on any magnetic or digital medium or even orally. They shall remain confidential between the Parties, irrespective of the mode of communication

Article 5: Obligations of confidentiality

The Parties, recognizing the confidentiality of the above information, undertake to:

A- keep them secret and confidential and to refrain from communicating them to any third party except to use them themselves only in the framework referred to above under the conditions provided in **Article 6** below , Or to adapt and analyze them in reports or any other form of compilation, studies or documents intended solely for their internal, restricted use;

B- keep and protect confidential information in order to prevent any unauthorized person or foreigner from accessing it by taking precautions to safeguard them in accordance with legal regulations at the risk of incurring criminal penalties ;

C- take measures to ensure the secrecy of the confidential information which they are led to hold in the course of their respective activities by themselves or by their agents.

Article 6: Conditions for the Use of Confidential Information

Confidential information may be communicated within each Party to the employees to whom it is necessary to make known, because of their direct involvement in the projects under discussion. Each Party undertakes to take all appropriate measures to ensure compliance with the provisions of this Agreement by its servants.

The Party receiving the confidential information undertakes not to communicate it to third parties, including its subsidiaries, or companies in which it holds an interest, except with prior written authorization from the issuing Party, which the latter may refuse on its own discretion. In any case, the receiving Party shall have a third party undertaking to enter into a confidentiality undertaking at least equivalent to that provided for in this Agreement and shall keep at the disposal of the transmitting Party copies of the corresponding undertakings.

It shall remain liable, to the Issuing Party, for the observance of these obligations by any third party to the confidentiality agreement.

The restriction on use and disclosure Confidential Information shall not apply to information which:

- at the time of disclosure to the Recipient Party or its Authorised Representatives is in the public domain or subsequently becomes part of the public domain
- was lawfully in the Recipient Party's possession or its Authorised Representatives' possession prior to disclosure, or after the time of disclosure is lawfully obtained by the Recipient Party or its Authorised Representatives through any other source.
- the Parties agree in writing is not confidential or may be disclosed.

Article 7: Request for communication

If the Party receiving confidential information receives a request for communication in the course of proceedings or a judicial or administrative inquiry or similar proceedings initiated by a court or some institutions, it undertakes to:

- inform the other Party immediately by any writing of the existence and the terms and circumstances of such request;
- if the disclosure of confidential information is inevitable, provide only the part of the necessary or appropriate confidential information in the circumstances of the case and ensure that it is treated confidentially by the authority to which it relates Communicated.

Article 8: Duration

This confidentiality agreement shall apply between the Parties during the period of negotiations which may result in the conclusion of a partnership contract. It shall remain in force, even after the conclusion of the negotiations, until such information becomes publicly available.

Article 9: Intellectual Property Rights (IPRs)

Intellectual Property Rights or IPRs refer to copyright, patents, rights in know-how and confidential information, database rights, Internet domain names, rights to addresses of websites, semiconductor topography rights, useful models, trademarks, service marks, trade names and design rights, in each case, whether registered or unregistered, as well as applications for registration of any of the above and the right to apply for registration, as well as all other intellectual property rights and equivalent or similar forms of protection existing in the world:

Each party undertakes to inform the other of the written or coded IPRs of which it remains the owner and which would be relevant to this agreement. The terms and conditions for the subsequent modification of said rights must first be agreed upon by mutual agreement. Spacotel-Benin remains the sole owner of the rights relating to the personal data it holds. In case of access to such data to the Partner, no right of any nature whatsoever is granted by it to the latter. Also, no IPR (Trademark, Logo, Trade Name, Patent or Process) or use is transferred to the Partner by this agreement.

Article 10: Penalties

In the event of a breach of the provisions of this Agreement, the defaulting Party shall, in addition to compensation for any damage caused by the breach of this Agreement, be liable to any penal sanction which constitutes a repression of any person entitled to participate in the execution of an offense, A telecommunications service, to violate the secrecy of a correspondence, or without the authorization of the sender or consignee, to disclose, publish or use the contents of said correspondence.

The Parties agree that, in addition to any damages that may be payable by the default Party, the other Party shall have the right to seek compensation for the consequences of the violation of this Agreement by injunction or otherwise.

Article 11: Applicable law – Disputes

The validity of this Agreement shall be governed by the laws in force in Benin. The laws of Benin shall also apply to the interpretation of any other matter or the settlement of any disputes relating to its execution or termination

A settlement of any disputes arising out of this contract will be sought by the parties within thirty (30) days of their occurrence. If the parties fail to reach a friendly settlement within that period, the disputes shall be settled definitively in accordance with the arbitration rules of the OHADA

Joint Court of Justice and Arbitration by three arbitrators appointed in accordance with this regulation. The place of arbitration will be Cotonou, the language will be French. All sentences rendered binding upon the parties who undertake to execute them in good faith; they are presumed to have waived the right of appeal for annulment before the state courts and to any appeal to which they are entitled to waive.

Sign In two (02) original copies

Cotonou,

For SPACETEL BENIN

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Chief Executive Officer