



## NON DISCLOSURE AGREEMENT

In connection with business relationship angle between “**Optimum Telecom Algérie Spa**” and “ .....

We undersigned, “.....” whose registered office is at ....., registered at The Registry of Commerce of .....

Under No. ...., represented by ..... as .....

Recognize that the files, documents and information submitted in whatever form, during visits and/or discussions related to ....., include confidential information, and confirm herby our engagements:

1. To hold strict confidence all information, without restriction, considered confidential by “**OTA**”, and for which we shall be aware during the implementation of any project;
2. To admit that the obligation of confidentiality, concerns all the information submitted whatever was the way (oral or written, electronic and/or by other means).
3. Not to disclose, use and/or modify in any circumstances or by any manner, all the information which are submitted to us by “**OTA**”;
4. To use at least the same degree of care and protection of the confidential information which we use to protect our own information;
5. To recognize that the submission of such information by “**OTA**” can’t be interpreted as a right, guaranteed to us on all what those information are related to.
6. To use these documents and information exclusively for the purpose of the project concerned, excluding any other use;
7. To guarantee that all confidential information are neither copied, reproduced, modified, disassembled, nor duplicated, completely or partially, without the prior written consent of “**OTA**”;

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Membre du groupe VimpelCom

Optimum Telecom Algérie S.p.a – Route de Wilaya, Lot n° 37/4, Dar El Beida, Alger - Algérie.

Capital social : 164.002.000.000,00 DA - Identifiant fiscal : 001316099189030 - RC : 16/00- 0991890 B 13 – Tel/Fax : 07 70 85 00 00



8. Not to reveal these documents or to discuss about them, in writing or verbally, except with people employed by us and external consultants we assigned, to the extent of the preparation of the project and only for this purpose who are provided with a copy of this **NDA**;
9. To admit that this agreement is governed by the Algerian law and that any dispute between our company and "**OTA**" relating to the existence, the validity, interpretation, the execution, the cancellation or the suspension of the agreement for whatever reason, which cannot be amicably resolved, will be settled by the Algerian court;
10. To agree that the Non-Disclosure Agreement "**NDA**" which takes effect at its signature, will remain into force for all the duration of the business relation with "**OTA**",
11. To guarantee that all persons mentioned in the paragraph 8 shall respect the confidentiality of this information and documents as well as the content of the all interviews and negotiations regarding this projects, and their progress status;
12. Not to reveal to any individual, company or entity, except for the persons mentioned in the paragraph 8, information and contents of the documents, interviews and negotiations concerning the project;
13. To grant to "**OTA**" the right to proceed with any legal action to obtain fair compensation for all violation by our company, of one or more of the above obligations;
14. To restore to "**OTA**" all copies of documents and to destroy all reports and other working documents prepared by and/or for "**OTA**", within fifteen days after the end of the project.
15. Expressly refrain from assigning, transferring or communicating Customer data to third parties, subsidiaries or related companies without the prior approval of OTA.
16. Guarantee to OTA the fulfillment of this obligation by its staff and any subcontractors.

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17. To have the technical and human means enabling him to keep this data confidential. He is strongly committed to the respect of this commitment by his possible subcontractors.

18. Comply with the legal and regulatory provisions regarding the storage, processing and use of personal data and the protection of privacy.

**Exceptions to the confidentiality rules**

Notwithstanding the foregoing, the confidentiality shall not include information that:

- Is in the public domain through no fault of the Parties.
- Was properly known to the parties, without restriction, prior to disclosure by a party.
- When the information submitted to our company are available and accessible to the public.
- Is disclosed pursuant to a court order or other recognized authority, provided that the use of information is will not exceed the requested subject.
- When «OTA» authorizes in writing our company to reveal such confidential information.

We confirm that these commitments described above shall remain in force even if the project is not concluded.

This agreement will apply on us and our possible successors.

On, .....

Should be printed in two (2) original copies.

Read and approved

For “.....”

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Membre du groupe VimpelCom

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