

Digicel

DIGICEL (PNG) LIMITED

AND

CONFIDENTIAL

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| AGREEMENT: NON DISCLOSURE AGREEMENT | Dept Negotiator (/1/2019) |
| L&R Drafts Person (/1/2019) | HOD Approval (/1/2019) |
| L&R Approval Michael Henao (/1/2019) | CEO Approval (/1/2019) |

This Agreement is made between Digicel (PNG) Limited (1-55909) for itself and its Affiliates (“**Digicel**”) and [] for themselves, their Affiliates, their employees and their contractors (“**You**” or “**Your**”). Each party makes undertakings under this Agreement for the benefit of, and enforceable by, the other party and each of their Affiliates (current and future) even if those Affiliate are not a party to this Agreement.

NON DISCLOSURE AGREEMENT

1. In connection with _____ (“**Project**”), each party or its Affiliates (each an “**Owner**”) may allow the other party or its Affiliates (each a “**Recipient**”) access to information that is confidential to the Owner (“**Owner Information**”). Recipient will only use the Owner Information for the purpose of the Project. The Recipient must: (a) keep the Owner Information secure using at least the same degree of care, but not less than a reasonable standard of care, that Recipient employ for Recipient’s confidential information, (b) use it only for the purpose of the Project, and (c) restrict access to the Owner Information only to Recipient’s People who need to know for that purpose.
2. **Owner Information** includes, without limitation, (a) the fact of dealings and contents thereof between the parties, and (b) any information about Owner’s business, products, processes, systems, methods, techniques, customers, suppliers, staff, contractors, agents and anyone with whom Owner deals with that have been identified as being proprietary and/or confidential or that by the surrounding circumstances ought to be treated as confidential. Owner Information excludes information that: (a) was known to Recipient before their receipt from Owner (as evidenced by Recipient’s files and records in existence before the time of receipt), (b) is or becomes publicly available without its fault, (c) is rightfully received by Recipient from a third party without breaching a duty of confidentiality, and (d) independently created by Recipient.
3. **Return of Owner Information:** At Owner’s request, Recipient must return the Owner Information to Owner or destroy the Owner Information in its possession (including all printed, electronic and other copies and excerpts thereof) within five (5) business days or such longer time as Owner may allow.
4. **Compliance and Indemnity for non-compliance:** Recipient warrants that each of its People are subject to the same obligations as the obligations herein. Recipient protects, indemnify and hold harmless Owner from, any and all loss, injury, damage, liability, reasonable costs and expense whatever suffered or incurred by Owner, whether incurred with respect to third parties or otherwise, in any way arising out of or in connection with any act or omission of Recipient or its People in breach of this Agreement or any warranty given hereunder.
5. **Legal or regulatory process:** If Recipient (or anyone to whom Recipient transmits the Owner Information) is required under any legal or regulatory process to disclose all or part of any Owner Information, Recipient must notify Owner immediately. Recipient may disclose Owner Information in so far as required by a legal or regulatory process if Recipient first notifies Owner, gives Owner a copy of the information to be disclosed, inform the recipient

that the information is confidential and require the recipient to keep the information confidential and use it for the legal or regulatory process only.

6. **Commencement and Expiry:** This Agreement commences on its execution, applies to any Owner Information including those provided or obtained before the Agreement commenced, and continues until Recipient returns or ceases to have all Owner Information or any copies thereof.

7. **Entire Agreement and governing law:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements. This Agreement shall be governed by the laws of Papua New Guinea excluding its conflict law provisions.

8. **Remedies:** Recipient acknowledge that if any breach or alleged breach of this Agreement by Recipient occurs or is likely to occur, Owner will suffer irreparable injury for which monetary damages will be inadequate to compensate. Accordingly, in addition to other rights and remedies at law and in equity that might be available to Owner, Recipient agrees Owner is entitled to injunctive relief to prevent or to restrain any such breach or alleged breach by Recipient, or any other persons, acting directly or indirectly for or with Recipient. Any delay, failure or omission by Owner in enforcing, exercising or pursuing any right, claim or remedy under this Agreement, or its breach is not a waiver thereof and does not bar the enforcement or exercise thereof.

9. **Disputes:** Any dispute arising in connection with or out of the performance or the interpretation of this Agreement, which the parties cannot settle amicably shall be submitted to and settled by arbitration proceedings conducted in accordance with the provisions of the Arbitration Act Chapter 46, by a single arbitrator with the appropriate qualifications and experience to arbitrate the dispute (including knowledge of the telecommunications industry and legal qualifications) agreed on by the parties or, in the absence of such agreement, appointed by the President of the Papua New Guinea Law Society. The arbitration proceedings shall be conducted in Port Moresby in the English language. Either party may refer a dispute to arbitration in accordance with this Clause 9 on written notice to the other party.

Each party shall bear the cost of preparing and presenting its case. The cost of arbitration, including the arbitrator's fees, will be shared equally by the parties unless the resolution otherwise provides. If either party initiates proceedings relating to a dispute in any forum other than in what is permitted in this Clause 9 (an "**Inconvenient Forum**"), the party initiating the proceedings shall indemnify the other party against all costs and expenses incurred in any action in the Inconvenient Forum even if the party initiating the proceeding is successful in the Inconvenient Forum.

10. **Notices:** All notices under this Agreement must be in writing and sent by facsimile, first-class registered or recorded delivery post to the party being served at its address specified below or at such other address notified by the party served, and marked for the attention of that party's recipient as detailed below. The date of service is deemed to be the next business day following the day the notice was transmitted or posted as the case may be.

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| Digicel | CEO Postal address: Section 494, Lot 1&2, Kennedy Road, Gordons Industrial Estate, PO Box 1618, Port Moresby, NCD, Papua New Guinea Fax: +675 7222 4447 |
| You | Addressee: Postal address: Fax: |

11. Interpretation:

“**Affiliate**”, in relation to either party (“**first person**”), means any person (“**second person**”) who directly or indirectly controls the first person, is controlled by the first person or is together with the first person under the common control of a **third person**.

“**People**” of a party mean the officers, employees, contractors (including subcontractors and their employees), and the agents of that party, but exclude the other party

12. Miscellaneous:

(a) If any clause is rendered void, illegal and or unenforceable, whether wholly or in part, the Parties shall use their best efforts, without delay and in good faith discussions, to attain the economic and or intended result in another legally permissible manner.

(b) This Agreement may be executed by the parties in a number of counterparts, each of which when executed shall constitute an original but all of which shall together constitute one and the same instrument.

SIGNING PAGE FOLLOWS

IN WITNESS WHEREOF the parties to this Agreement have hereunto executed this document below.

THE COMMON SEAL of DIGICEL (PNG) LIMITED was affixed by us and we certify that we are the proper officers authorized to affix the said seal:

.....
AUTHORIZED SIGNATORY

.....
AUTHORIZED SIGNATORY

Duly executed for and on behalf of _____ by

Signature: _____ (Authorised Signatory)

Name: _____

Designation: _____

Signed at _____ this _____ day of

_____ 2019 before me:

Witnessed by _____
Signature

Name