

**CONFIDENTIALITY AND NON-DISCLOSURE  
AGREEMENT NO. .... /.....**

This Confidentiality Agreement (hereinafter the "Agreement") has been concluded by and between:

**Vodafone Romania S.A.**, a Romanian company registered with the Trade Registry under number J40/9852/1996, having its registered office at 15 Piata Charles de Gaulle, sector 1, Bucharest, Romania, unique registration code 8971726, fiscal registration number RO8971726, bank account number GB41 CITI 1850 0811 5611 97 opened with CITIBANK NA, LONDON UK, hereby duly represented by ..... and by ....., hereinafter referred to as the "Disclosing Party"

and

..... having its registered address at ....., tel. ....., fax ....., registered with the Trade Registry under number ....., unique registration code..., fiscal registration number ....., bank account no. .... opened with ....., hereby duly represented by ..... and by ....., hereinafter referred to as the "Recipient Party"

hereinafter individually referred to as "the Party" or, as the case may be, "the Disclosing Party" or "the Recipient Party", and, collectively, as the "Parties".

**WHEREAS** during the negotiations, with respect to call for tenders, conclusion and performance of business contracts, as well as with respect to any other pre-contractual, contractual or post-contractual relationships as may be established between the Parties (hereinafter "Relationships between the Parties"), the Disclosing Party shall disclose to the Recipient Party certain "Confidential Information" as such term is defined herein below;

**WHEREAS** the Recipient Party undertakes to handle in confidence the Confidential Information received from the Disclosing Party under the terms and conditions set forth herein,

**WHEREAS** the Parties understand and agree that the disclosure by Vodafone Romania of the existence and the content of this Agreement and of the Relationships between the Parties to an affiliate may not be deemed or construed as a breach of this Agreement. For the purpose of this paragraph "affiliate" means a company controlled by Vodafone Romania or which controls Vodafone Romania (such as, but not limited to, Vodafone Group Plc.) or which, together with Vodafone Romania, is under common control (such as, but not limited to, any of the companies controlled by Vodafone Group Plc.) and "control" means the holding of an interest of at least 50% .

Now therefore the Parties agree as follows:

**1. Definition of the Confidential Information**

"Confidential Information" shall mean any information owned by the Disclosing Party, including, but not limited to, the existence and the content of the Relationships between the Parties in this Agreement, as well as any financial, business or technical data and information, name of employees, customers or suppliers, which is disclosed to the Recipient Party or to which the Recipient Party has access or obtains during the

Relationships between the Parties in written, oral or electronic format or in/on any other tangible or intangible format or support, whether or not they are explicitly marked as “confidential information” or “proprietary information”.

1.2 Confidential Information does not include any information which the Recipient Party can prove, whether amiably or in a court of law, that:

- a. it was in its possession without any confidentiality obligation, prior to disclosure thereof by the Owner;
- b. has been legally obtained or independently developed other than for the purpose of and in connection with the Relationships between the Parties or this Agreement;
- c. has already been made public from sources other than the Disclosing Party or becomes later on public knowledge for causes other than a fault of the Recipient Party.

1.3 The Confidential Information may not be deemed public information as defined in paragraph 1.2 (c) above merely because a portion thereof is incorporated in the general public information or because any individual features, components or combinations the Confidential Information are or become public knowledge.

## **2. Obligations of the Recipient Party**

2.1 The Recipient Party agrees to protect the privacy of the Confidential Information and not to copy, reproduce, disseminate or divulge such information in whole or in part to third parties and to use the Confidential information solely for the purpose of the Relationships between the Parties and not in its own interest or in the benefit of any third party.

2.2 The employees, agents or contractors of the Recipient Party may receive Confidential Information only if absolutely necessary for the carrying out of the Relationships between the Parties and provided only that they explicitly undertake to abide by confidentiality obligations similar to the obligations stipulated herein. The Recipient Party shall in any of the cases specified hereunder remain fully liable to the Disclosing Party for any violation of this Agreement by its employees, agents or contractors.

2.3 The Recipient Party shall keep the tangible Confidential Information in a safe place and use the best organizational and technical means as may be required to prevent the unauthorized access to or the destruction or loss thereof.

2.4 The Recipient Party shall treat the Confidential information with the highest degree of care and diligence and as a minimum with the same degree of care and diligence which any other person would apply under similar circumstances to protect its own confidential information or information of a similar nature pertaining to a third party.

2.5 If the Recipient Party becomes aware of any unauthorized disclosure, loss or misuse of the Confidential Information it has received from the Disclosing Party, the Recipient Party shall promptly notify the Disclosing Party accordingly.

2.6 If the Recipient Party is solicited to disclose Confidential Information by any person unauthorized to receive such information, the Recipient Party shall immediately notify the Disclosing Party about and provide details on any such solicitation (name of requestor, date of solicitation, whether payment or other form of consideration was promised or given by the requestor in exchange of such disclosure, and any other relevant details).

2.7 Upon the written request submitted by the Disclosing Party and in the case of

termination of this Agreement for any reason, the Recipient Party shall return to the Disclosing Party all the Confidential Information in its possession, including the supports it is stored on and all the copies thereof and shall confirm to the Disclosing Party in writing that no such Confidential Information is in the possession of the Recipient Party any more. Return of Confidential Information does not exonerate Recipient Party from its other obligations hereunder.

### **3. Damages**

3.1 In the case of any proven breach by the Recipient Party under paragraph 2.6 above, the Recipient Party shall pay the Disclosing Party damages amounting to EUR.../equivalent to the prejudice incurred by the Disclosing Party.

3.2. If the Recipient Party is proven to have disclosed to any unauthorized third party the Confidential Information by accident, mistake, fault or by any other negligent acts, the Recipient Party shall pay the Disclosing Party damages amounting to EUR.../equivalent to the prejudice incurred by the Disclosing Party.

3.3. If the Recipient Party is proven to have intentionally disclosed, allowed, facilitated or enabled the disclosure of the Confidential Information, the Recipient Party shall pay the Disclosing Party damages amounting to EUR/ equivalent to the prejudice incurred by the Disclosing Party.

3.4. The damages specified in paragraphs 3.1 and 3.2 and in paragraphs 3.1 and 3.3 respectively can be cumulated.

### **4. Disclosure by Law**

4.1. If the Recipient Party is required by law, regulation or by a court order to disclose Confidential Information, the Recipient Party shall promptly notify the Disclosing Party to this effect so that the Disclosing Party may seek to protect its Confidential Information in the most appropriate manner.

4.2. In the event that the Disclosing Party is unable to obtain protection for its Confidential Information, the Recipient Party shall disclose strictly that portion of the Confidential Information which is required to be disclosed by the law or the court decision as specified in paragraph 4.1 above and shall exercise all its reasonable efforts to obtain reliable assurance that the Confidential Information so disclosed shall be treated in compliance with this Agreement.

### **5. Title in the Confidential Information**

The Recipient Party understands and agrees that the Disclosing Party is and shall remain at all times the owner of the Confidential Information made available to the Recipient Party and that this Agreement shall not grant the Recipient Party any explicit or implicit title in the Confidential information received from the Disclosing Party.

### **6. Duration. Cessation of this Agreement**

This Agreement is valid for 5 (five) years effective from the date of its signing. The obligations of the Recipient Party under this Agreement shall remain in force and effect during the entire term of this Agreement and for a period of 5 (five) years from the date of cessation of this Agreement or the date of cessation of the Relationships between the Parties, whichever comes later.

## **7 Notices**

7.1. All notices between the Parties shall be given in writing by fax or by registered letter with receipt confirmation to the contact points specified in paragraph 7.2 below. Notices shall be deemed to have been validly served (i) if sent by mail, on the date written on the confirmation of receipt, or (ii) if sent by fax, on the date written on the transmission report generated by the fax machine of the dispatching Party. Change by any Party in its notification address or fax number shall be valid only if communicated to the other Party at least 5 (five) business days before to the dispatch of the relevant notice.

7.2. Notifications shall be sent to:

For Vodafone Romania S.A.  
Address: .....  
Fax: .....  
Attn.: .....

For: .....  
Address: .....  
Fax: .....  
Attn: .....

**8. Governing Law and Dispute Settlement**

8.1. This Agreement and any litigation, controversies or disputes arising of or in connection thereof are and shall be settled, construed and resolved in accordance with the law of Romania.

8.2. The Parties shall act in good faith to resolve amicably any litigation, controversy or dispute as may arise of or in connection with this Agreement and shall act in common to ensure the conditions for the proper fulfillment of its purpose. If the Parties cannot reach an amiable settlement, the Parties agree to refer the litigation, controversy or dispute for settlement to the competent courts of law in Romania.

**9. Media Clause**

Any press release or other communication issued by [.....] as well as the content of its website, which refers to the name and/or logo of Vodafone Romania or contains any citation on behalf of Vodafone Romania or otherwise makes any reference to Vodafone Romania for the purpose of association to the image of Vodafone Romania shall be subject to the prior written approval by the PR Director of Vodafone Romania.

None of the companies of the Vodafone Group issues press releases or announcements regarding third parties, nor do they issue declarations of support thereof.

.....  
**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed on ..... (date), in 2 (two) originals, in the English, 1 (one) original for each signatory Party. Each Party warrants and represents to the other Party that its representative, whose signature appears below, has been and is at the date of this Agreement duly authorized to execute and deliver this Agreement.

**VODAFONE ROMANIA S.A.**

.....  
.....  
Date: .....  
Signature

...  
.....  
.....  
Date: .....  
Signature