
This Confidentiality Agreement ("Agreement") is made and effective the _____ day of January, 2018

BETWEEN: **TELCOM SATELLITES LIMITED** (the "Company"), a corporation organized and existing under the laws of the Federal Republic of Nigeria with its head office situate at TSTV Digital Centre, Gilmor Layout, Jahi District, Abuja

AND: **INFRASTRUCTURES AND DEVICES NIGERIA LIMITED** (the "Dealer"), a corporation organized and existing under the laws of the Federal Republic of Nigeria with its head office located at #3 Chief Ejims, Rumoumasi, Port Harcourt Rivers State

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

WHEREAS, the dealer has entered into a dealership agreement with the company in which the relationship between the parties is properly defined. By virtue of the aforementioned agreement, the dealer shall be versed with information from the company in connection with consideration of the transaction in the contract referred to above

WHEREAS, in the course of consideration of the transaction or relationship, Company will disclose to Dealer confidential, important, and/or proprietary trade secret information concerning Company and its activities.

THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by Company to Dealer of certain information.

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Director of Dealer. _____
Company Secretary of Dealer _____

1. CONFIDENTIAL INFORMATION

Company proposes to disclose certain of its confidential and proprietary information (the Confidential Information") to Dealer. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Dealer by Company. Nothing herein shall require Company to disclose any of its information.

For purposes of this Agreement, the term "Dealer" shall include Dealer, the company he or she represents, and all affiliates, subsidiaries, and related companies of Dealer. For purposes of this Agreement, the term "Representative" shall include Dealer's directors, officers, employees, agents, and financial, legal, and other advisors.

2. EXCLUSIONS

Confidential Information does not include information that Dealer can demonstrate:(a) was in Dealer's possession prior to its being furnished to Dealer under the terms of this Agreement, provided the source of that information was not known by Dealer to be bound by a confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to Company; (b) is now, or hereafter becomes, through no act or failure to act on the part of Dealer, generally known to the public; (c) is rightfully obtained by Dealer from a third party, without breach of any obligation to Company.

3. DEALER'S OBLIGATIONS

- a. Dealer agrees that the Confidential Information is to be considered confidential and proprietary to Company and Dealer shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Company.

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- b. Confidential Information furnished in tangible form shall not be duplicated by Dealer. Upon the request of Company, Dealer shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within [Two] days of such request. At Dealer's option, any documents or other media developed by the Dealer containing Confidential Information may be destroyed by Dealer. Dealer shall provide a written certificate to Company regarding destruction within [two] days thereafter.

4. TERM

The obligations of Dealer herein shall be effective from the date Company last discloses any Confidential Information to Dealer pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, death, receivership, assignment, attachment or seizure procedures, whether initiated by or against Dealer, nor by the rejection of any agreement between Company and Dealer, by a trustee of Dealer in bankruptcy, or by the Dealer as a debtor-in-possession or the equivalent of any of the foregoing under local law.

5. CONFIDENTIALITY

Dealer and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in Sections 6 and 7 of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. Dealer hereby agrees to indemnify Company against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by Company as a result of a breach of this Agreement by Dealer or its Representatives.

6. PERMITTED DISCLOSURES

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Dealers shall not disclose the content of Company's Confidential Information to any 3rd party howsoever called without the express written permission of the company.

7. REQUIRED DISCLOSURES

Dealer may disclose Company's Confidential Information if and to the extent that such disclosure is required by court order, provided that Dealer provides Company a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

8. USE

Dealer and its Representatives shall use the Confidential Information solely for the purpose of evaluating a possible transaction or relationship with Company and shall not in any way use the Confidential Information to the detriment of Company.

9. NO LICENSE

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Dealer agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

10. OTHER INFORMATION

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Dealer shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Dealer; is rightfully received by Dealer without obligations of confidentiality; or is developed by Dealer without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until Tene days after written notice of intent to disclose is given to Company along with the asserted grounds for disclosure.

11.RETURN OF DOCUMENTS

If Dealer does not proceed with the possible transaction with Company, Dealer shall notify Company of that decision and shall, at that time or at any time upon the request of Company for any reason, return to Company any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Company. The returning of materials shall not relieve Dealer from compliance with other terms and conditions of this Agreement.

12.NO ADDITIONAL AGREEMENTS

Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of Company to enter into any other agreement with Dealer or prohibit Company from providing the same or similar information to other parties and entering into agreements with other parties. Company reserves the right, in its sole discretion, to reject any and all proposals made by Dealer or its Representatives with regard to a transaction between Dealer and Company and to terminate discussions and negotiations with Dealer at any time. Additional agreements of the parties, if any, shall be in writing signed by Company and Dealer.

13.IRREPARABLE HARM

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Dealer understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Company shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Company shall deem appropriate. Such right of Company is to be in addition to the remedies otherwise available to Company at law or in equity.

14.NO PUBLICITY

Dealer agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Company.

15.GOVERNING LAW AND EQUITABLE RELIEF

This Agreement shall be governed and construed in accordance with the laws of the FEDERAL REPUBLIC OF NIGERIA and Dealer consents to the exclusive jurisdiction of the state courts and federal courts located there for any dispute arising out of this Agreement. Dealer agrees that in the event of any breach or threatened breach by Dealer, Company may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Company against any such breach or threatened breach.

16.FINAL AGREEMENT

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

17.SURVIVAL

This Agreement shall continue in full force and effect at all times.

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18.SUCCESSORS AND ASSIGNS

This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns, and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of Dealer hereunder are not assignable.

19.SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

20.NOTICES

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified email, postage prepaid, or recognized delivery services.

21.NO IMPLIED WAIVER

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

22.HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

23.ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorneys' fees and costs incurred.

24.COUNTERPARTS AND RIGHT

This Agreement may be signed in counterparts, which together shall constitute one agreement. The person signing on behalf of Dealer represents that he or she has the right and power to execute this Agreement.

25.ENTIRE AGREEMENT

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that Company may have under trade secret, copyright, patent or other laws that may be available to Company. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

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Company Secretary of Dealer _____

SIGNED, SEALED & DELIVERED
BY THE WITHIN NAMED COMPANY

EXECUTIVE DIRECTOR ADMIN

MANAGER LEGAL DEPARTMENT

SIGNED, SEALED & DELIVERED
BY THE WITHIN NAMED DEALER

DIRECTOR

COMPANY SECRETARY

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