



GEOBORDERS SATELLITE LTD – NDA CONFIDENTIALITY AND PROPRIETARY NON-DISCLOSURE AGREEMENT

Introduction: These term and conditions govern the relationship between Geoborders Satellite Ltd (Geoborders) and the Partner and are the basis of the provision of information by Geoborders.

1| Definitions: In these conditions of contract the following expressions will have the following meaning:

- a) GEOBORDERS shall mean Geoborders Satellite Ltd whose registered office is: 1A Pope Street, London SE1 3PR, United Kingdom.
- b) PARTNER will be any company, partnership, practice or person receiving any proprietary information directly or indirectly through Geoborders as identified on the front of this document.
- c) PROPRIETARY INFORMATION means technical data and other information (including but not limited to descriptions, drawings, technical and business plans, and computer software), which is related to the Subject Purpose, and which, if disclosed, could cause the parties to lose a competitive advantage. SIM means Subscriber Identity Module.
- d) PROPRIETARY or CONFIDENTIAL When feasible, all Proprietary Information shall be marked as proprietary or confidential to the disclosing party, or if disclosed orally, shall be represented to be Proprietary Information at the time of disclosure and said representation is confirmed in writing within sixty days of such disclosure.
- e) EFFECTIVE DATE shall mean the date this Agreement is made.

2| Undertakings and Acknowledgements of the Partner

2.1 In consideration of Geoborders disclosing the Confidential Information to the Partner, the Partner hereby undertakes to:

- (a) use the Confidential Information exclusively for the Purpose; and
 - (b) maintain confidential all Confidential Information that it may acquire in any manner for a period of five (5) years from either the Effective Date or the date of disclosure, whichever is the later.
- 2.2 The Partner acknowledges and agrees that:
- (a) nothing in this Agreement shall be construed as a waiver of any of Geoborders's proprietary rights in any of the Confidential Information disclosed hereunder;
 - (b) no warranty is given by Geoborders that the Confidential Information supplied by it will be complete and accurate and fit for any particular purpose, including the Purpose, or that such Confidential Information will not infringe any third party rights; and
 - (c) nothing in this Agreement shall be construed as a grant to the Partner by Geoborders of any form of licence to use any of the Confidential Information other than for the Purpose, or to deal in any way with any of the intellectual property rights therein.

3| Exceptions The restrictions on the Partner outlined shall not apply to Confidential Information that:

- (a) is or becomes generally available to the public through no act of default on the part of the Partner or its directors, employees, agents or contractors, provided always that disclosure to a governmental entity, domestic or foreign, shall not be considered to be "generally available to the public";
- (b) the Partner can prove by documentary evidence produced to Geoborders within twenty-eight (28) days of disclosure was already in the Partner's possession and at its free disposal before the disclosure made pursuant to this Agreement;
- (c) is subsequently disclosed to the Partner without any obligations of confidence by a third party who has not derived it directly or indirectly from either the Partner or from Geoborders; or
- (d) is required to be disclosed by statute or any legislative, regulatory or judicial order or decree.

4| Confidentiality Measures

4.1 In order to secure the confidentiality attaching to the Confidential Information, the Partner shall:

- (a) designate in writing one person within its organisation as the principal point for receiving and for controlling the use of, and access to, the Confidential Information;
- (b) ensure that access to the Confidential Information is given exclusively to those of its directors, employees, agents and/or contractors who:
 - (i) have a reasonable need to see and use it in order to carry out their functions in connection with the Purpose;
 - (ii) are under a written agreement as part of their employment or contract for work to preserve as confidential any information and knowledge which is entrusted to the Partner; and

(iii) have been notified of, and have agreed to abide by, the specific obligations imposed by this Agreement;

- (c) keep separate all Confidential Information and all information generated by the Partner based thereon from all other documents and records of the Partner;
- (d) not use, reproduce, transform or store any of the Confidential Information in an externally accessible computer, local area network (LAN) or other electronic information retrieval system, or transmit it in any form or by any means whatsoever outside of its usual place of business;
- (e) make copies of the Confidential Information only to the extent that the same is strictly required for the Purpose; and
- (f) at the request of Geoborders made at any time, deliver up to Geoborders all documents and other material in the possession, custody or control of the Partner that bear or incorporate the Confidential Information or any part of it.

4.2 For the avoidance of doubt, the Partner acknowledges and agrees that it shall be wholly responsible for all and any breaches of this Agreement arising from the acts and/or omissions of its directors, employees, agents and contractors.

5| Injunctive Relief

The Partner acknowledges and agrees that the Confidential Information is of significant commercial value to Geoborders and that any breach by the Partner of the terms of this Agreement could cause irreparable damage to Geoborders's business. Accordingly, without prejudice to any other rights or remedies available to Geoborders, whether at law or in equity, the Partner acknowledges and agrees that injunctive relief shall be appropriate in the event of any actual, threatened or anticipated breach of any of the terms of this Agreement.

6| Term and Termination

6.1 This Agreement shall continue in full force and effect for a period of five (5) years from the Effective Date unless earlier terminated by Geoborders upon the provision of seven (7) days notice in writing to the Partner.

6.2 The warranties and undertakings contained in this Agreement shall survive the expiration or the early termination of this Agreement.

6.3 At the expiration or in the event of early termination of this Agreement the Partner shall:

- (a) immediately discontinue all and any use of all of the Confidential Information disclosed under this Agreement;
- (b) if so requested by Geoborders, return forthwith all documents and/or other materials (whether in paper, electronic or other form) bearing or incorporating the said Confidential Information or any of it, or certify that same have been destroyed; and
- (c) ensure that each of its directors, employees, agents and contractors who have been given access to the Confidential Information pursuant to the terms of this Agreement are aware that the continued use of same for the Purpose is no longer permitted.

7| Assignment and Sub-licensing This Agreement is personal to the parties and shall not be assigned or otherwise transferred, in whole or in part, by either party without the prior written consent of the other.

8| No Agency or Partnership The Partner shall not describe itself or hold itself out as an agent of Geoborders and nothing in this Agreement shall be construed as creating the relationship of partnership or principal and agent between the parties.

9| Entire Agreement This Agreement constitutes the entire understanding and agreement between the parties relating to the protection and use of the Confidential Information and supersedes any and all prior agreements (whether written or oral) or understandings relating thereto. Neither Geoborders nor the Partner shall be bound by any additional or other representation, condition or promise unless expressly agreed in writing and signed by a duly authorized representative of both parties.

10| Governing Law: This contract is governed by the English Laws of United Kingdom and shall be subject to the exclusive jurisdiction of the English courts.

11| CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL BE BROUGHT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.

SECTION "A" (Agreements to Term and Conditions)

COMPANY DETAILS (as registered in Company House):

COMPANY name _____

Company registration number: _____ Country of registration: _____

VAT number (if applicable): _____ Country of VAT reg: _____

Registered Address of the company: _____

Post code _____ Country _____

DIRECTOR DETAILS (as registered in Company House):

Forename(s) _____ Surname _____

Place of Birth _____ Date of Birth ____/____/____

Personal reference number _____

I hereby agree to the Term and Conditions of this Agreement here attached as stated above. I am also aware that updated Terms and Conditions are available at: http://www.geoborders.com/en/terms_and_conditions.htm

Signed: _____ NAME: _____ Date ____/____/____

(Signed by duly authorized representative)

FOR INFO:

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