

## CONFIDENTIALITY TERMS

As between Axiata Digital Labs (Private) Limited and the Vendor, for the purposes of facilitating business dealings, operations, cooperation, discussions, or fulfilling obligations under any agreement, or evaluating or establishing a potential business relationship concerning the procurement, development, implementation, and/or maintenance of existing and/or new solutions and/or systems for ADL (each a "Purpose"), ADL may from time to time disclose Confidential Information (as hereinafter defined) to the Vendor.

The Parties agree to the disclosure and use of such Confidential Information on and subject to the terms of this Agreement.

**THE PARTIES AGREE** as follows:

### 1. Definitions

1. "Affiliate" in relation to ADL means ADL's related or associated companies and such entities which ADL controls, directly or indirectly.
2. "ADL" means and includes Axiata Digital Labs (Private) Limited, its subsidiaries, associates, Affiliates, successors and assigns.
3. "ADL Data" includes any information belonging to ADL or provided by ADL for a Purpose which includes but is not limited to all data, information and computer programs provided by or derived from third parties whether concerning, customers, suppliers, operational data, billing information or otherwise, and Personal Data, as well as all compilations or databases containing such data and information.
4. "Vendor" means the entity, its subsidiaries, affiliates, successors and permitted assigns, responding to ADL's Request for Proposal (RFP).

2. The Vendor acknowledges that ADL operates in a highly competitive industry and that any and all information relating to a Purpose, if disclosed (whether directly or indirectly) to a third party without the express authorization of ADL would have a detrimental effect on the business of ADL. In consideration of being made privy to the Confidential Information (as hereinafter defined), the Vendor hereby agrees to observe and be bound by the terms of this Agreement.

3. In this Agreement, "Confidential Information" means any non-public information which, under the circumstances surrounding the disclosure, ought to be regarded as proprietary or confidential to ADL, however recorded, preserved or disclosed and whether or not marked as confidential or private, of ADL that ADL discloses to Vendor, and shall include but is not limited to:

- a. information, Personal Data, knowledge and data, whether or not in relation to a Purpose and howsoever obtained or disclosed or accessed, including copies and reproductions thereof in which ADL has a business, proprietary or ownership interest or has a legal duty to protect, which ADL considers to be confidential and/or which is identified by ADL as confidential and/or any information which a reasonable third party acting in good faith would recognize as being confidential in nature;
- b. ADL Data;
- c. any information relating to ADL's business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities;
- d. ADL's operations, processes, product information, know-how, designs, trade secrets or software;
- e. the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations; and
- f. any information or analysis derived from the foregoing.

4. The Vendor may disclose Confidential Information only to the minimum extent required by law, regulation, or a competent authority, provided that ADL is promptly notified (unless prohibited by law) and given a reasonable opportunity to contest the disclosure.

5. The Vendor hereby agrees to use the Confidential Information only for a Purpose and for no other purpose whatsoever and hereby undertakes that the Confidential Information shall only be disclosed to authorized employees who have a need to know the Confidential Information in order for the Parties to participate in the matter of mutual interest described above and not to disclose such Confidential Information to others including consultants, advisors, sub-contractors, suppliers and agents and other entities. Vendor shall obtain express written undertakings from any person to whom Confidential Information is disclosed as stipulated in this Clause, that such persons shall preserve/maintain confidentiality of the Confidential Information notwithstanding termination or expiration of the term of their agreement with the Vendor pursuant to which same was received.

6. The provisions of this Agreement relating to Confidential Information shall not apply to:

- a. Information which at the time of disclosure is in the public domain;
- b. Information which becomes part of or enters the public domain other than in breach of this Agreement or other than due to any default, wrongful, unlawful, willful or negligent act or omission of the Vendor or any of its employees, servants, officers, agents, consultants and contractors involved for a Purpose;
- c. Information which was known to the Vendor prior to receipt from ADL provided such prior knowledge can be adequately substantiated by documentary evidence antedating the disclosure by ADL;
- d. Information which has been independently developed or obtained by the Vendor or obtained by the Vendor from a third party other than in breach by either of them of their respective obligations to maintain confidentiality; and
- e. Information which is required to be used or disclosed by reason of any law, governmental or other regulations or the requirements, orders, directions, instructions or notices of any regulatory authority including any stock exchange, provided however that the Vendor shall promptly notify ADL of such requirements and shall use its best efforts to limit the scope of the use or disclosure.

7. The Vendor acknowledges that a breach of this Agreement may cause irreparable harm to ADL, for which monetary damages may be insufficient. ADL shall be entitled to seek injunctive relief in addition to other remedies available at law.

8. Upon termination, abandonment or completion of any Purpose for whatever reason or upon termination of this Agreement, the Vendor shall not make further use of the Confidential Information related to such Purpose and shall return all of the Confidential Information to ADL, including all copies or reproductions, extracts, summaries or notes, or destroy the same in accordance with the directions of ADL and certify the same have been destroyed. ADL may at its sole discretion notify Vendor that a Purpose has been terminated, abandoned or completed.

9. The Vendor shall comply with applicable data protection laws regarding any Personal Data exchanged under this Agreement and implement appropriate technical and organizational measures to protect such data from unauthorized access, use, or disclosure.

10. Subject to Clause 11, unless expressly assigned to the other Party, whether in this Agreement or in some other document made between the Parties, all Intellectual Property Rights (as hereinafter defined) belonging to the respective Parties shall remain vested in the Party concerned. Except as expressly provided for under Clause 11, the Parties do not intend for this Agreement to grant any right (license or otherwise) in or to any Confidential Information. Vendor does not acquire any rights in any Confidential Information, except the limited right to use Confidential Information for the Purpose. ADL has no obligation to purchase any products or services from the Vendor. "Intellectual Property Rights" includes in Sri Lanka and throughout the world and for the duration of the rights (a) any patents, utility models,

copyrights, registered or unregistered trademarks or service marks, trade names, brand names, layout-design rights, registered designs and commercial names and designations; (b) any invention, discovery, trade secret, know how, or confidential, business, scientific, technical or product information; (c) any other rights resulting from intellectual activity in the commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services; and (d) any letters patent, deed of grant, certificate or document of title for anything referred to in paragraphs (a), (b) or (c) of this definition.

11. All Intellectual Property Rights comprised in any and all materials (including software, source code, documentation, data, concepts and ideas) or any part thereof created or developed (whether jointly or independently by either Party) in connection with any Purpose(s) (collectively, the "Foreground IP") shall, unless otherwise expressly agreed between the Parties, be deemed to be irrevocably assigned to and shall vest in ADL upon creation without further charge. If required by ADL, Vendor shall do all things and sign all documents necessary to vest all such Intellectual Property Rights assigned or otherwise transferred or granted to ADL under this Agreement.

12. Vendor shall indemnify and hold harmless ADL and its related and associated companies in full from and against all actions, proceedings, claims, damages, liabilities, settlement sums, charges, losses, costs and expenses (including without limitation, legal costs and expenses and costs of other professionals and any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority) arising out of or in connection with any claim or action by any third party against ADL for actual or alleged infringement of the Intellectual Property Rights in connection with the Foreground IP. This Clause 12 shall survive the termination of this Agreement.

13. The Vendor shall not assign his benefits, rights and obligations under this Agreement to any third party without the prior written consent of ADL. Subject to the above limitation, this Agreement will inure to the benefit of and be binding upon the Parties, their successors and assigns.

14. This Agreement constitutes the entire understanding between the Parties concerning Confidential Information and supersedes prior communications and agreements.

15. Any amendments must be in writing and signed by both Parties.

16. This Agreement shall be governed by the laws of Sri Lanka. Any disputes arising hereunder shall be resolved through good-faith negotiations. If unresolved, disputes shall be referred to arbitration under the Rules of Arbitration of the International Chamber of Commerce, with Colombo, Sri Lanka, as the legal seat of arbitration. The arbitration shall be conducted in English by three arbitrators.

17. If any provision is held invalid, the remainder of the Agreement shall remain enforceable to the fullest extent permitted by law.

18. None of the provisions or part thereof of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of ADL, its agents or employees, unless by an instrument in writing signed by both Parties. No waiver of any provision of this Agreement shall constitute a waiver of the same or any other provision(s) in this Agreement on another occasion.

19. This Agreement shall remain in full force and effect in perpetuity (notwithstanding the completion, abandonment or termination of any Purpose) unless earlier lawfully terminated, provided that any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall survive and continue to be binding on Vendor indefinitely following termination. This Agreement may be terminated by mutual agreement of the Parties.

20. All notices under this Agreement shall be in writing and sent via electronic mail to the designated addresses of the Parties.

21. The representative of the Vendor accepting these terms hereby certifies that he/she is authorized to enter into this Agreement and to legally bind the Vendor, and that the Vendor shall be fully bound by the terms hereof without any further act, approval or authorization by the Vendor.