

BIJLAGE: TLN-WRO-GA-G-M-PAAA

Confidentiality Agreement

This Confidentiality Agreement ("Agreement"), effective [DATE] is made by and between :

Telenet BV, having its principal place of business at Liersesteenweg 4, 2800 Mechelen, Belgium, ("Telenet")

and

[Name Beneficiary], having its principal place of business at [LOCATION], ("The Beneficiary").

This document constitutes an integral part of the relevant Telenet Reference Offer and the confidential information exchanged by and between the parties in connection with the relevant Telenet Reference Offer, should be fully complied with by the Beneficiary and Telenet at all times. Non compliance, incomplete or deviating application of this document by the Beneficiary or Telenet results, next to the provisions below, in the suspension and ultimately termination of the Contract between Telenet and the Beneficiary.

Telenet is contemplating further legal action against the Market Court judgement of 4 September 2019 and the recent Decision of 26 May 2020 regarding the recurring wholesale prices. Consequently Telenet reserves all its rights towards the Beneficiary.

1. This Agreement is made in order for each party to obtain from the other party certain technical, operational, financial and business information, under terms that will protect the confidential and proprietary nature of such information.
2. As used herein, "Confidential Information" shall mean any and all technical, operational, financial or business information, including third party information, furnished, in whatever tangible form or medium, or disclosed by one party to the other including, but not limited to, product/service specifications, prototypes, computer programs, models, drawings, marketing plans, financial data, and personnel statistics, which are marked as confidential or proprietary, or, for information which is orally disclosed, the disclosing party indicates to the other at the time of disclosure the confidential or proprietary nature of the information and reduces orally disclosed Confidential Information to writing and provides it to the receiving party within twenty (20) days after such disclosure which is also marked as confidential.

The following documents of the Telenet Reference offer are also subject to the current Agreement:

- APP_I_S_PDAA_A SURGE AND LIGHTNING PROTECTION
- APP_I_S_PDAB_B OSM DOWNLOADDESCRIPTOR
- APP_I_S_PDAA_B - CPPS-TELENET CAS XML API
- APP_I_S_PDAB_A TELENET PSIS
- APP_G_S_PAAB_A - SPECIFICATION DEVICE MANAGEMENT DETAIL
- APP_TA_B_S_PAAA-A-TELENET.CNG.AINE-QCR-CM-EMTA-LIGHTNING-REQ-20080730
- APP_B_S_PAAB_A - AO NETWORK INTERFACE

29/04/2021

Under reservation of all rights

These documents can only be disclosed by the Beneficiary to a supplier provided there is a confidentiality agreement concluded between the supplier and the Beneficiary to ensure the confidential treatment of the information included in these documents. The confidentiality agreement concluded between the supplier and the Beneficiary should provide the same level of protection to Telenet as the current Agreement. The Beneficiary is responsible to assess the access to this Confidential information for suppliers, the access should be limited to all information that is strictly necessary to serve the purpose of the agreement between the supplier and the Beneficiary. Upon the request of Telenet the Beneficiary should be able to provide a signed confidentiality agreement between the supplier and the Beneficiary that also details the specific documents, as to listed above, of the Telenet Reference offer to which the supplier has access.

3. This Agreement shall expire five (5) years from the date first mentioned above. In handling the Confidential Information, each party agrees: (a) not to make disclosure of any such Confidential Information to anyone except representatives of such party or any affiliate to whom disclosure is necessary for the purposes set forth above; and (b) to appropriately notify such representatives that the disclosure is made in confidence and shall be kept in confidence in accordance with this Agreement. The obligations set forth herein shall be satisfied by both parties through the exercise of at least the same degree of care used to restrict disclosure of its own information of like importance. Notwithstanding the foregoing, disclosure may be made under the circumstances set forth in Section 8 of this Agreement. As used in this Agreement the term "representative" means employees, agents, advisors (including without limitation, financial advisors, counsel and accountants) and controlling persons. As used in this Agreement, the term "person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.
4. Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.
5. Upon termination of this Agreement for any reason or upon request of the disclosing party, all Confidential Information, together with any copies of same as may be authorized herein, shall be returned to the disclosing party or certified destroyed by the receiving party.
6. The obligations imposed by this Agreement shall not apply to any information that: (a) is already in the possession of, is known to, or is independently developed by the receiving party; or (b) is or becomes publicly available through no fault of receiving party; or (c) is obtained by the receiving party from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (d) is disclosed without restriction by the disclosing party; or (e) is required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of the law or (f) disclosures to the BIPT, VRM, CSA and CRC provided any such communication is duly marked as being confidential.

7. Except for the obligations of use and confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the party's meetings or conversations with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged.
8. Without prior notification, neither party shall disclose to any third person, other than suppliers in compliance with Section 2 of this Agreement, the Confidential Information which is being provided, except as may be required or permitted by law, regulation or court or agency order or demand, and then only after prompt prior notification to the other party of such required disclosure to the extent that such notification is permissible.

Neither party shall make any public statements about the existence of this Agreement or the fact that discussions are taking place without the prior notification of the other Party.

9. In the event of a breach of this Agreement the disclosing party could claim compensation from the receiving party, if the disclosing party can reasonably and effectively demonstrate and proof the damage.

The parties acknowledge that any disclosure of Confidential Information by the receiving party could cause the disclosing party irreparable injury that could not be compensated solely by money damages. Therefore the parties agree that in addition to any other rights and remedies that disclosing party may have under this Agreement, that this Agreement may be specifically enforced and that any court of competent jurisdiction may enter a permanent or preliminary injunction, temporary restraining order, writ or decree forbidding disclosure of Confidential Information.

The parties expressly waive their right under article 1184 of the Civil Code to ask any court of competent jurisdiction to rescind this Agreement or to unilaterally rescind this Agreement in the event of a breach of this Agreement by the other party.

10. This Agreement shall be binding upon the parties' successors and their permitted assignees. Neither party shall be permitted to assign this Agreement without the prior written consent of the other party.
11. This Agreement shall be governed by and construed in accordance with the laws of Belgium and the parties submit to the exclusive jurisdiction of the courts of Mechelen in relation to any legal action or proceedings arising out of or in connection with this Agreement.
12. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.
13. No provision of this Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is made in writing and signed by both parties.

29/04/2021

Under reservation of all rights

In witness whereof, the parties have caused their duly authorized representatives to sign this Agreement as of the date first stated above.

Telenet***[Beneficiary]***

(Authorized Signature)

(Authorized Signature)

(Print or Type Name or Signatory)

(Print or Type Name or Signatory)

(Title)

(Title)

(Execution Date)

(Execution Date)

(Authorized Signature)

(Print or Type Name or Signatory)

(Title)

(Execution Date)

29/04/2021