

Contract no. 4A06.

NON-DISCLOSURE AGREEMENT

Between

1. **Safaricom Ltd** having its registered and business offices at Safaricom House Waiyaki Way Nairobi, Kenya.
And
2. **4Another Holding B.V.** a private limited liability company having its registered and business offices at 2031 BH Haarlem at a. Hofmanweg 5a, The Netherlands, hereinafter: "4Another"

Hereinafter known collectively as the "Parties".

WHEREAS:

- Both parties possess and will in future possess certain know-how, data and other information (the "Information") and such Information may include, but is not limited to, financial, operational and marketing information and designs, business plans, strategies, inventions, excerpts and ideas, whether communicated in oral, written, graphic or machine readable form.
- When working on the 4Another concept, for direct person to person aid, as described in the business plan and explained in the animated movie (hereafter "the Work"s , the parties will have access to Information belonging to the other party;

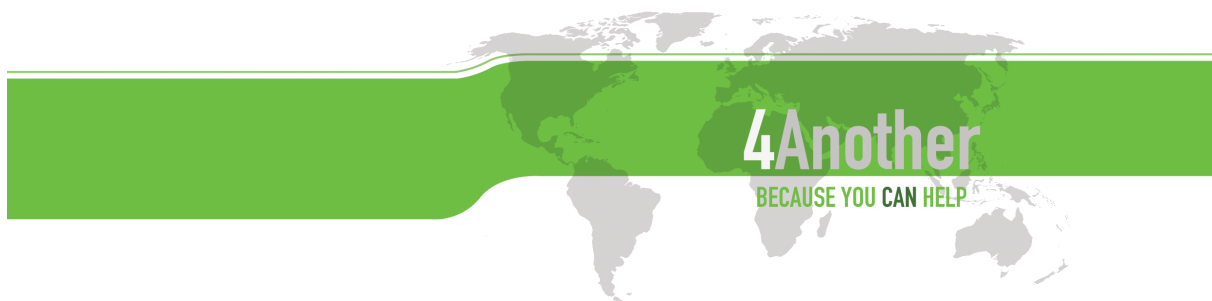
THE PARTIES HEREBY AGREE AS FOLLOWS:

Article 1 - Confidentiality

- 1.1 The parties shall treat as confidential any and all Information, which they may obtain from the other party in whatever form or manner or to which they may have access when performing the Work.
- 1.2 No party shall furnish, disclose or in any other way reveal the Information to third parties, unless the other party has given its prior written consent. 4Another is entitled to furnish, disclose or in any other way reveal the information to its group companies

Article 2 - Exceptions

- 2.1 The confidentiality obligation shall not exist if and to the extent that the Information is to be treated as non-confidential, which shall be the case if, at the time when the other party supplies the Information:
 - (i) The Information is already known to or in the lawful possession of the receiving party and the Information has not been obtained directly or indirectly from the other party;
 - (ii) The Information has already lawfully entered the public domain.
- 2.2 The confidentiality obligation is not applicable in the event a Party, or one of 4Another's group companies, is obliged to publish such information due to exchange rules or relevant laws



Contract no. 4A06.

- 2.3 The receiving party shall carry the burden of proving the non-confidential nature of the Information.

Article 3 - Use

- 3.1 The parties shall use the Information exclusively where it is required for the performance of the Work.
- 3.2 The parties shall only disclose the Information to employees (including third parties engaged with the other party's consent) who require the Information in order to perform the Work and who have agreed towards the receiving party and, by way of a third-party covenant, towards the other party to be bound by the same duty of confidentiality as the receiving party.
- 3.3 The parties shall impose the duty of confidentiality arising from this Agreement on the relevant employees before furnishing them with any Information. The parties shall have those employees sign a declaration of confidentiality whenever they consider this to be necessary or whenever the other party so requests.

Article 4 - No Licence or Assignment

This Agreement shall not be construed as constituting the assignment or licensing of any rights in the Information other than as expressly provided hereunder. Nothing in this Agreement shall constitute an obligation of the parties to enter into an agreement in relation to the Work.

Article 5 - Returning Information

Each party shall return to the other party any and all Information which can be returned (plus copies and back-ups, if any) and, where possible, destroy any and all Information which cannot be returned (such as software and files loaded onto hardware):

- (i) As soon as the Work is completed or the underlying contract has been terminated;
- (ii) At first request of the other party.

Article 6 - Term

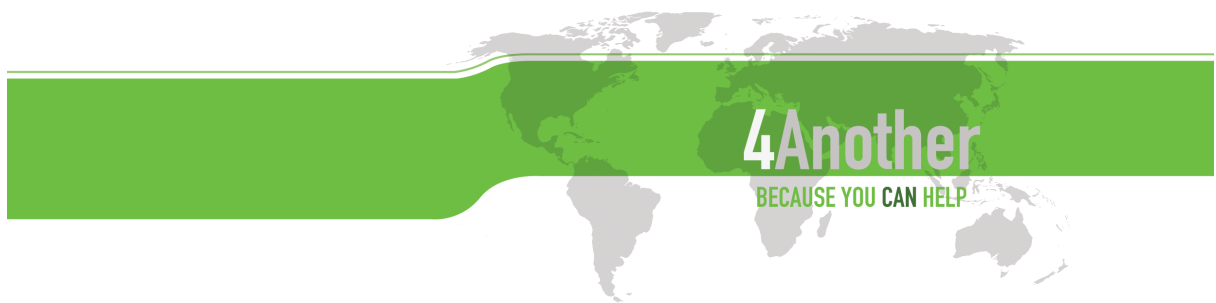
This Agreement shall remain effective throughout the entire performance of the Work and, unless the parties expressly agree otherwise, shall survive completion of the Work or termination of the underlying contract.

Article 7 - Amendments

Amendments to this Agreement shall be valid only if agreed in writing between the duly authorised representatives of the parties.

Article 8 - Applicable Law

The laws of the Netherlands shall govern this Agreement. Any and all disputes arising from this Agreement shall be submitted exclusively to the competent court in Amsterdam.



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Agreed and drawn up in duplicate:

On behalf of

4Another Holding BV

Signature

Name M. Falkenreck

Position

Date

Signature

Name M. vd Ende

Position

Date

On behalf of

Safaricom Ltd.

Signature

Name

Position

Date

Signature

Name

Position

Date