**ANNEX F**

**NON-DISCLOSURE PROVISIONS**

The Parties are aware and acknowledge that in the course of doing business with each other for the purpose of interconnecting their respective Networks, each Party ("the Disclosing Party") may furnish to the other ("the Receiving Party") Confidential Information belonging to the Disclosing Party.

1. The term "Confidential Information" shall include but not be limited to

   (a) all information of whatever nature relating to either Party or its customers which is not publicly available and which is obtained as a result of or in connection with the Interconnection Agreement or the negotiations thereof or the activities of either Party in relation to Interconnection.

   (b) without prejudice to the generality of the above, all information, data, drawings, experience, trade secrets and know-how relating to the business affairs, customers and strategies of either Party, which is directly or indirectly disclosed to the other Party, whether electronically, orally or in writing and whether before, on or after the date of the Main Body of this Interconnection Agreement including, without limitation, information or data relating to either Party's products, IT systems, design methodology, evaluation methodology and criteria manufacturing processes and related equipment, suppliers, customers, business plans, strategies and financial situation and any notes, memoranda, summaries, analyses, compilations or any other writings relating thereto.

   (c) analyses, compilations, studies and other documents prepared by or on behalf of either Party and of their employees or advisors;

2. The terms and conditions of these Non-Disclosure Provisions will not apply to any information that can be proved by the Receiving Party upon the written request of the Disclosing Party to be Confidential Information which:

   (a) is at the date of the Interconnection Agreement or at any time after that date becomes publicly available through no wrongful act or default of the Receiving Party;

   (b) can be demonstrated to be already known to or in the possession of the Receiving Party at the time of disclosure free of any obligation to keep it confidential;

   (c) information that is received without obligation of confidence from a Third Party who did not acquire it under an obligation of confidence from either Party;

   (d) is independently developed by the Receiving Party;

   (e) is required to be disclosed in accordance with any provision of Maltese law or by either Party's authorisation or under any national or international stock exchange rules.

3. During the term of and after the termination of the Interconnection Agreement, both Parties further agree, in consideration of the disclosure to each other of Confidential Information by each other and in consideration of the mutual promises contained in the Interconnection Agreement, as follows:

   (i) each Party undertakes with the other that the Confidential Information shall be used by it only for the purpose of performing its obligations under the Interconnection Agreement and for no other purposes whatsoever.

   (ii) subject to sub-clause (iii)(c) below, neither Party shall without the prior written consent of the other disclose or use any Confidential Information to any Third Party at any time or cause any such Confidential Information to be disclosed or used by any Third Party at any time.

   (iii) to secure the confidentiality attaching to Confidential Information, each Party shall:

      (a) keep all documents and any other material bearing or incorporating any of the Confidential Information at the Receiving Party's usual place of business or subject to sub-paragraph (c) below at the usual place of business of an Associated Company of the Receiving Party;

      (b) in relation to the reproduction, transformation, or storage of any of the Confidential Information in an externally accessible computer or electronic retrieval system, shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature;

      (c) allow access to Confidential Information exclusively to any of its directors, other officers, agents, professional advisors, Associated Companies and employees of the Receiving Party to the extent that such disclosure is reasonably necessary for the purposes of the Interconnection Agreement and shall inform each of the said directors, other officers, agents, professional advisors, Associated Companies and employees of the confidential nature of the Confidential Information and of the obligations on the Receiving Party in respect thereof and further undertake to use all reasonable endeavours to ensure that such directors, other officers, agents, professional advisors, Associated Companies and employees honour these obligations as if they were a Party to these Non-Disclosure Provisions. If any such employee, agent or professional advisor is in breach of these Non-Disclosure Provisions that breach shall be deemed to be a breach by the Party employing or engaging the employee, agent or professional advisor (the "Defaulting Party") and all rights of the other Party in respect of that breach shall be exercised only against the Defaulting Party and not against the individual employee, agent or professional advisor. The Defaulting Party will assume responsibility for any breach of the terms of these Non-Disclosure Provisions by any person to whom disclosure of Confidential Information is permitted under these Non-Disclosure Provisions or otherwise.

(d) on reasonable request of the Disclosing Party made at any time, deliver to the Disclosing Party, as far as reasonably practicable, all documents and other material in the possession custody or control of the Receiving Party or Associated Companies of the Receiving Party that bear on or incorporate any part of the Confidential Information;

(e) treat all copies of any analyses, compilations, studies or other documents prepared by it or its advisors containing or reflecting or generated from any Confidential Information in the same manner as though such copies were originals of the Confidential Information supplied under these Non-Disclosure Provisions;

(f) upon receipt of an oral or written request from the Disclosing Party return, or at the Disclosing Party's direction destroy, all documents, papers or records in whatever form containing Confidential Information and all prototypes and samples relating to or derived from the Confidential Information and not keep any copies or duplicates of any of those items.

4. In accordance with Clause 19 of the Main Body of the Interconnection Agreement, both Parties further undertake that they will not:

(i) disclose any Confidential Information to any Third Party other than in accordance with Clause 3(iii)(c) above; or

(ii) subject to Clause 3(iii)(c) above, disclose to any Third Party the existence of these Non-Disclosure Provisions or the fact that negotiations or discussions between the Operator and Melita have taken or are taking place or the terms and conditions on which any possible arrangements between the Operator and Melita may take or might have taken place; or

(iii) make use of either Party's name for publicity or marketing purposes.