

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

### Confidentiality Agreement

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

**Telenet N.V.**, having its principal place of business at Liersesteenweg 4, 2800 Mechelen, Belgium, ("The Company")

and

**XXXXXX**, having its principal place of business at XXXXXX, ("\*\*\*").

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

Telenet has appealed the CRC Decisions of the VRM, BIPT and CSA of 1 July 2011 concerning the market analysis of the broadcasting market in Belgium and it consequently 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.
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 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.
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 the prior consent of the other party, neither party shall disclose to any third person the existence or purpose of this Agreement, the terms or conditions hereof, or the fact that discussions are taking place and that Confidential Information is being provided, except as may be required 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.
9. In the event of breach of this Agreement the receiving party shall pay to the disclosing party a lump sum of EUR 250.000, without prejudice to the

disclosing party's right to claim further damages if it can establish that it suffered a prejudice exceeding the above amount.

The parties acknowledge that any disclosure of Confidential Information by the receiving party would 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 governed by and construed in accordance with the laws of Belgium and the parties submit to the exclusive jurisdiction of the courts of Belgium 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.

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

**Telenet**

**\*\*\***

\_\_\_\_\_  
(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)