

**DECLARATION
ON NON DISCLOSURE OF THE INFORMATION**

THIS Declaration is made the .. day of2005

By:–

() (the “Receiving Party”)

to:

Eurotel Praha, spol. s r.o., Vyskočilova 1442/1b, Prague 4, Czech Republic, Id. No.: 15268306 (the “Disclosing Party”)

WHEREAS:–

The Receiving Party will receive certain information from the Disclosing Party in connection with the activity of the Receiving party for the Disclosing Party (the “Purpose”).

1. The term "Proprietary Information" means all data contained in written, audible, video or audio–video materials or any other data carrier and information of all kind and whatsoever form, tangible or intangible, which are disclosed or otherwise made available by the Disclosing Party in writing, orally or otherwise to the Receiving Party pursuant to this Declaration. For avoidance of any doubts (i) the fact that the Receiving Party has signed this Declaration, (ii) the content of this Declaration and (iii) any information provided by the Disclosing Party to the Receiving party in connection with the Purpose are regarded as the Proprietary Information. Any press release or public statement regarding this Declaration is subject to the prior written consent of the Disclosing Party.
2. The Receiving Party shall:
 - 2.1 keep the Proprietary Information confidential and enable access thereto only to its Representatives, as defined below, who need to know it for the Purpose; and
 - 2.2 not use Proprietary Information acquired in accordance with this Declaration for any other purpose than the Purpose; and
 - 2.3 not disclose Proprietary Information acquired in accordance with this Declaration to any third party, except for the Representatives, without the Disclosing Party's prior consent in writing; and
 - 2.4 not make any copies of Proprietary Information acquired in accordance with this Declaration without the written permission of the Disclosing Party unless it is necessary for the Purpose; and
 - 2.5 ensure that any of its Representatives to whom any Proprietary information is disclosed by the Receiving Party treats such Proprietary Information in all respects in a manner consistent with the obligations on the Receiving Party under this Declaration. The Representatives are allowed to use Proprietary information only for the Purpose.

The term "Representative" means, as to the Receiving party, its controlling companies or controlled companies – their employees, persons authorized to represent the company according to law, agents and other persons entitled to act on behalf of Receiving party under any contract (including financial advisors, counsels and accountants).

3. The obligations and restrictions contained in Clause 2 above shall not apply to information:
 - 3.1 which becomes now or subsequently available to the public otherwise than by breach of this Declaration by the Receiving Party; or
 - 3.2 to the extent that the Receiving Party is required to disclose information pursuant to any law, court decision or any decision of public / administrative authority made in accordance with law; or
 - 3.3 which is already in the possession of the Receiving Party at the date of the undersigning this Declaration; or
 - 3.4 which is disclosed to the Receiving Party free of restriction on disclosure and use by a third party.
4. The Receiving Party should on the written request of the Disclosing Party return promptly to the Disclosing party all Proprietary Information acquired in connection with its activity for the Disclosing Party or the Purpose. Return of information means return of all received data carriers with Proprietary information, received documents or other materials and all their copies, and modification of all data carriers and materials in the possession or control of the Receiving party containing Proprietary information in order to prevent from their another utilization or disclosure to any other person. Return of Proprietary Information and modification of materials incorporating Proprietary Information so as to remove the same shall not release the Receiving Party from its obligations under this Declaration.
5. In case of any infringement of the section 2 of this Declaration by the Receiving party or its Representatives, the Disclosing party may claim contractual penalty from the Receiving Party in the amount of **1,000,000** CZK for every breach of obligation. The right to seek damages and / or claim the correction of defective state which threatens to breach any of the provisions of this Declaration shall not be prejudiced.
6. This Declaration shall subsist for twelve (12) months from the date of its signing and then automatically terminate unless renewed by in writing. The obligations and restrictions on the Receiving party relating to Proprietary Information acquired during the term of this Declaration shall survive termination of the Declaration indefinitely
7. All Proprietary Information shall remain the property of the Disclosing Party.
8. This Declaration does not create any contract, partnership, agency or further relationship between the Disclosing Party and the Receiving Party.
9. This Declaration is subject to Laws of the Czech Republic.

SIGNED BY

for and on behalf of

Signed 

Date 