
AfriNIC Ltd.

Board Non-Disclosure Agreement

This is an Undertaking, effective on _____ of _____ 20 , made by the person named hereunder in favour of AfriNIC Ltd, a company incorporated in the Republic of Mauritius (hereinafter referred to as "AfriNIC"), in his/her capacity as a member of the Board of Directors of AfriNIC

Passport No.: _____ of _____,

("Director")

It is recognised that it will be necessary and desirable for the Director to take cognizance of information related to the business and activities of AfriNIC and AfriNIC and the Director desire, by the execution by the Director of this Undertaking, to state and regulate the duties of the Director in relation to such information.

1. I understand that certain information about AfriNIC is confidential, which is information not previously published or otherwise disclosed to the public and which relates to but is not limited to the following:

- (a) the operations of AfriNIC
- (b) the customers of AfriNIC; and
- (c) the financial, legal, technical and strategic matters relating to AfriNIC.

2. I understand that AfriNIC receives from other organisations detailed information; for example, about the internal network infrastructure, customers and development plans. Such information is provided to AfriNIC for the purpose of enabling AfriNIC to properly carry out its business; an organisation providing information to AfriNIC may consider much of that information to be of a confidential nature and that unauthorized disclosure of that confidential information to the public or its competitors could be harmful to the business of the organisation or its customers or to AfriNIC. Therefore such information is also considered by AfriNIC as confidential.

3. Further, I understand that as a Director of AfriNIC, I act in my individual capacity only and not on behalf of my current employer or my region. I therefore agree not to disclose any information as defined in paragraphs (1) and (2) above to my employer or to any other individual or entity.

4. I acknowledge that any disclosure or proprietary information as defined in paragraphs (1) and (2) above to any party outside AfriNIC either during the term of my mandate, contract or involvement, or subsequently shall be strictly prohibited and will constitute grounds for removal from the AfriNIC Board of Directors.

5. I further agree that the provisions of this Agreement shall operate in addition to such restrictions as may be imposed by virtue of my fiduciary and statutory duties as a Director under the laws of Mauritius or otherwise, including as provided by section 153 of the Companies Act 2001 (“Use of company information”).

6. I further acknowledge that any disclosure in breach of this Agreement or the laws will be actionable by AfriNIC and that I may be liable to pay substantial damages to AfriNIC and other parties for any breach hereof.

7. This agreement will not apply to a specific disclosure of information which:

- (a) the Director is compelled, by virtue of any law, regulation or court order, to disclose (but only to the extent that the disclosure is limited to that which is so required); and
- (b) is authorised by the Board expressly.

Signature: _____

Date : _____