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**From:** De Alba, Gabriel [gdealba@catcapital.com]  
**Sent:** 3/22/2014 11:03:50 AM  
**To:** Carsten Revsbech [carsten.revsbech@vimpelcom.com]; francois.turgeon@ubs.com  
**Subject:** NDA\_Catalyst\_-\_comments\_VIP\_legal  
**Attachments:** NDA\_Catalyst\_-\_comments\_VIP\_legal.pdf; ATT00001..txt

Pls find attached, next steps are to receive the business plan, Enterprise Value and Vimpelcom equity/control approach so that we can evolve such into a capital structure.

Enjoy the weekend!

Gabriel

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## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is dated the 21st day of March 2014.

### BY AND BETWEEN:

**VimpelCom Ltd.**, a limited liability company under Bermuda law, having its business address at Claude Debussylaan 88, 1082MD Amsterdam, the Netherlands, and registered with the Dutch Commercial Register under the number 34374835 (“**VimpelCom**”);

**Global Telecom Holding S.A.E.**, a company under Egyptian law, having its business address at 2005A Nile City Towers, South Tower, Corniche El Nile, Ramlet Beaulac, 11221, Cairo, Egypt (“**GTH**”);

and

**The Catalyst Capital Group Inc.**, a subsisting corporation under the laws of Ontario, on behalf of Funds managed by it (the “**Company**”)

(hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”).

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**WHEREAS** each Party has agreed to disclose to the other Party and has agreed to keep confidential certain Confidential Information (as defined below) subject to the terms and conditions hereinafter contained in relation to a potential transaction regarding the acquisition, merger, business combination, financing or other investment of and in VimpelCom’s direct and indirect interest in Globalive Investment Holdings Corp. and its direct and indirect subsidiaries (the “**Project**”);

**NOW, THEREFORE** the Parties have agreed as follows:

1. Definitions and Interpretation. The following expressions shall unless the context otherwise admits have the following meanings:

“**Agreement**” has the meaning set out in the preamble to this Agreement.

“**Affiliate**” shall mean any entity that controls, is controlled by, or is under common control with the Party (or such other entity for which such determination is being made).

“**Authorised Person**” shall mean, in relation to a Party, any Affiliate, agent, director, officer, employee, representative or professional advisor (including without limitation legal advisors, auditors and accountants) and potential

financing sources and the professional advisors of such Party, excluding in relation to the Company only, the Dave Entities.

**"Claim"** has the meaning set out in clause 18 of this Agreement.

**"Company"** has the meaning set out in the preamble to this Agreement.

**"Confidential Information"** means any and all non public, confidential and/or proprietary knowledge, data, or information of the Disclosing Party or its Affiliate, including, without limitation, any: (A) trade secrets, drawings, inventions, methodologies, mask works, ideas, processes, formulas, source and object codes, data, programs, software source documents, works of authorship, know-how, improvements, discoveries, developments, designs and techniques, and all other work product of the Disclosing Party or its Affiliate, whether or not patentable or registrable under trademark, copyright, patent or similar laws; (B) information regarding plans for research, development, new service offerings and/or products, marketing, advertising and selling, distribution, business plans, acquisition plans, business forecasts, budgets and unpublished financial statements, licenses, prices and costs, suppliers, customers or distribution arrangements; (C) any information regarding the skills and compensation of employees, suppliers, agents, and/or independent contractors of the Disclosing Party or its Affiliate; (D) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of the Disclosing Party or its Affiliate; (E) any other information, data or the like that is labelled confidential or orally disclosed as confidential; or (F) Notes. Confidential Information does not include any information that (i) becomes generally available to the public other than as a result of a disclosure by the Receiving Party or any of the Authorised Persons of the Receiving Party in violation of this Agreement; (ii) was in the Receiving Party's possession prior to the disclosure of the Confidential Information by the Disclosing Party pursuant to this Agreement, provided that the source of such information was not known by the Receiving Party to be subject to an obligation not to disclose such information; or (iii) becomes available to the Receiving Party or the Authorised Persons of the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or any Authorised Person of the Disclosing Party, provided that such source was not known by the Receiving Party to be subject to an obligation not to disclose such information;.

**"Disclosing Party"** shall mean the Party to which the Confidential Information relates.

**"GTH"** has the meaning set out in the preamble to this Agreement.

**"LCIA"** has the meaning set out in clause 18 of this Agreement.

**"Notes"** shall mean any memoranda, reports, analyses, extracts or notes that the Receiving Party or any Authorised Person of the Receiving Party produced that are based on, reflect or contain any of the Confidential Information.

**"Party"** has the meaning set out in the preamble to this Agreement.

**“Project”** has the meaning set out in the recital to this Agreement.

**“Purpose”** shall mean the analysis, evaluation, structuring and negotiation of the Project.

**“Receiving Party”** shall mean a Party that has received Confidential Information relating to the other Party.

**“VimpelCom”** has the meaning set out in the preamble to this Agreement.

2. Term of the Agreement. This Agreement shall remain in force until three years from the date hereof.
3. Obligations of the Receiving Party. Each Party shall agree that, as the Receiving Party, it and its Authorised Persons:
  - 3.1. shall take all measures reasonably practicable to ensure the continued confidentiality of the Confidential Information;
  - 3.2. shall not use the Confidential Information or any part of it for any purpose other than the Purpose;
  - 3.3. shall not disclose the Confidential Information or any part thereof to any person other than an Authorised Person under the terms and conditions of clause 3.4;
  - 3.4. shall (i) disclose the Confidential Information to an Authorised Person only to the extent necessary to allow such Authorised Person to assist the Receiving Party in the Purpose; (ii) prior to disclosing any Confidential Information to any Authorised Person, inform such Authorised Person of the confidential nature of the Confidential Information and of the terms of this Agreement; (iii) be responsible for any breach of this Agreement by any Authorised Person of the Receiving Party; and (iv) reimburse, indemnify and hold harmless the Disclosing Party and the Authorised Persons of the Disclosing Party from any damage, loss or expense incurred as a result of the use of the Confidential Information by the Receiving Party or any Authorised Person of the Receiving Party contrary to the terms of this Agreement;
  - 3.5. shall not take any copies or make any summaries or transcripts of the whole or any part of the Confidential Information save as is necessary for the Purpose;
  - 3.6. shall notify the Disclosing Party immediately, if it becomes aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Authorised Person; and
  - 3.7. shall, upon termination of this Agreement or at the written request of the Disclosing Party, either destroy or return to the Disclosing Party (as the Disclosing Party may reasonably direct) the Confidential Information that is in tangible form, including any copies that the Receiving Party has



made, and all Notes or other references to the Confidential Information in its documents. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party and its Authorised Persons will continue to be bound by the Receiving Party's obligations of confidentiality and other obligations under this Agreement. The destruction or return of Confidential Information does not apply to any Confidential Information necessary to comply with any obligations or best practices under all applicable laws, rules, regulations or internal compliance policies and procedures or to any Confidential Information that cannot reasonably be destroyed (such as oral communications reflecting Confidential Information, firm electronic mail back-up records, back-up server tapes and any similar such automated record-keeping or other retention system), which shall remain subject to the terms of this Agreement.

4. Limitation of Applicability. Notwithstanding any other provisions hereof, if the Receiving Party or any Authorised Person of the Receiving Party is required to disclose any Confidential Information (including, but not limited to, any Notes) by any competent regulatory authority or in connection with any legal or administrative proceeding or in accordance with the rules of the stock exchange on which the shares of the Receiving Party and/or its Affiliates are traded, the Receiving Party will notify the Disclosing Party immediately of the existence, terms and circumstances surrounding such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or take steps to resist or narrow the scope of the disclosure sought by such requirement. The Receiving Party agrees to assist the Disclosing Party in seeking a protective order or other remedy, if requested by the Disclosing Party. If a protective order or other remedy is not obtained and disclosure is required (pursuant to the advice of reputable outside legal advisors), the Receiving Party may make such disclosure without liability under this Agreement, provided that the Receiving Party or its Authorised Persons furnish only that portion of the Confidential Information that is legally required to be disclosed, the Receiving Party gives the Disclosing Party notice of the information to be disclosed as far in advance of its disclosure as practicable and the Receiving Party uses its reasonable endeavours to ensure that confidential treatment will be accorded to all such disclosed information.
5. No Representation or Warranty. The Receiving Party acknowledges and agrees that neither the Disclosing Party nor any of its Authorised Persons or "controlling persons" (within the meaning of Section 20 of the United States Securities Exchange Act of 1934, as amended) (i) has made or makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information or (ii) will have any liability whatsoever to the Receiving Party or any of its Authorised Persons resulting from or relating to any use of the Confidential Information or any errors therein or omissions therefrom. The Receiving Party further agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information, and that it will only be entitled to rely on such representations and warranties as may be included in any definitive agreement with respect to the Project, subject to such limitations and restrictions as may be contained therein.

6. Ownership of Confidential Information. All Confidential Information shall be deemed to be (and all copies thereof or of any part or parts thereof shall become upon the creation thereof) and shall remain the property of the Disclosing Party.
7. Intellectual Property. This Agreement shall not operate as an assignment to the Receiving Party of any patents, copyrights, registered designs, unregistered designs, trademarks, trade names or other intellectual property rights of the Disclosing Party as may subsist in or be contained in or reproduced in the Confidential Information and the Receiving Party shall not, nor shall any Authorised Person of the Receiving Party or persons on the Receiving Party's or any Authorised Person's behalf, apply for any patent or registration of any trademark or design or any other intellectual property right in respect of the Confidential Information or any part thereof.
8. Right to Disclose. Each Party warrants that it has the right to disclose the Confidential Information that it discloses under this Agreement and such disclosure shall not violate any obligation, covenant or restriction imposed upon such Party pursuant to any agreement, regulation, law or otherwise.
9. No Further Obligations. Nothing in this Agreement shall impose or be deemed to impose on either Party an obligation to disclose Confidential Information or to enter into any agreement or transaction and in particular shall not oblige either Party to enter into any agreement with respect to the Project.
10. No Assignment. The Parties shall not assign or otherwise transfer their rights or obligations under this Agreement.
11. Damages. The Receiving Party acknowledges and agrees that the Disclosing Party would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, the Disclosing Party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions by an action or proceeding instituted in any court having jurisdiction over the Receiving Party. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.
12. Execution of Additional Documents. The Receiving Party shall, as and when requested by the Disclosing Party, do all acts and execute all documents as may be reasonably necessary to prevent any loss, misuse or unauthorised disclosure of the Confidential Information or any part of it by any of its Authorised Persons.
13. Severability. The illegality, invalidity or unenforceability of any part of this Agreement for any reason whatsoever shall not affect the legality, validity or enforceability of the remainder of this Agreement.
14. Agreement and Related Negotiations. Each Party agrees that, unless required (pursuant to the advice of reputable outside legal advisors) by applicable law or by the rules of any national stock exchange on which such Party's securities are

listed or by any competent regulatory authority (in any such case such Party will promptly advise and consult with the other Party and its legal advisers prior to such disclosure), without the prior written consent of the other Party, such Party will not, and will cause its Authorised Persons not to, disclose to any person other than the other Party and its Authorised Persons (a) the fact that discussions or negotiations are taking place with the other Party concerning the Project, (b) any of the terms, conditions or other facts related to the other Party's participation in the Project, including the status thereof, or (c) the existence of this Agreement, the terms hereof or that Confidential Information has been made available pursuant to this Agreement.

15. Entirety of the Agreement; Previous and Subsequent Agreements. This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter and replaces all previous agreements between, or understandings by, the Parties with respect to such subject matter. This Agreement cannot be amended except by written instrument signed on behalf of both of the Parties.
16. Third Party Rights. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act of 1999 to enforce any term of this Agreement.
17. Applicable Law. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
18. Arbitration. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "Claim"), may be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (the "LCIA"), which Rules are deemed to be incorporated by reference into this Clause 18. The dispute will be heard by a single arbitrator. If the Parties are unable to agree an arbitrator within 15 days, then any Party may ask the LCIA to appoint one. The arbitrator must have expertise in the matter(s) in dispute and not be a present or former officer, employee, director, consultant for, or a greater than 1% shareholder of any party to the arbitration. The place of arbitration will be the city of London, England. The language of the arbitral proceedings will be English, and the procedure (insofar as it is not governed by the Rules of the LCIA) will be governed by English law. Insofar as they are legally able to do so, the Parties hereby agree to exclude the jurisdiction of English courts. The decision of the arbitrators will be final, binding and enforceable against the Parties and a judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
19. Insider Trading. The Company hereby acknowledges that it is aware, and will inform its Authorised Persons, that the securities laws of the United States (as well as stock exchange regulations) and the securities laws of any other country applicable to the Company prohibit any person who has material, non-public information concerning VimpelCom and GTH or a possible transaction involving VimpelCom and GTH from purchasing or selling VimpelCom's and GTH's securities when in possession of such information and from communicating such



information to any other person or entity under circumstances in which it is reasonably foreseeable that such person or entity is likely to purchase or sell such securities while in possession of such information. The Company hereby agrees, and will inform its Authorised Persons, that it will not use or cause a third party to use Confidential Information in contravention of the securities laws of United States or the securities laws of any other country applicable to the Company.

20. Headings. The headings to clauses in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
21. Counterparts. This Agreement may be signed in two or more counterparts in the English language, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
22. Non-Solicitation of Employees. Each Party agrees that, without the other Party's prior written consent, neither it nor any of its Authorised Persons will for a period of *one* year from the date of this Agreement directly or indirectly knowingly solicit any employee of the other Party (a) for employment by the Party or any of its controlled affiliates or (b) to provide consulting or other services to or on behalf of the Party or any of its controlled affiliates; provided, however, that the Parties shall not be prohibited from employing any such person who contacts such Party on his or her own initiative or in response to a published general solicitation not specifically targeted at such person, in either case without any direct or indirect solicitation by the other Party.
23. Nothing herein to apply to Data and Audio- Visual Enterprises. It is understood that the Company or investment funds managed by it or Affiliates of the Company (collectively the "**Company Entities**") are substantial creditors of Data and Audio-Visual Enterprises Wireless Inc. and/or one or more of its Affiliates (collectively the "**Dave Entities**"). Nothing herein shall be interpreted to restrict or limit the ability of the Company Entities to deal with the Dave Entities or any of them in such manner as the Company Entities shall deem fit in their discretion provided that the Company Entities do not disclose to the Dave Entities any Confidential Information.

[SIGNATURE PAGE FOLLOWS]



**IN WITNESS** whereof the duly authorised representatives of the Parties have executed this Agreement the day and year before written.

**VimpelCom Ltd.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Global Telecom Holding S.A.E.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**The Catalyst Capital Group Inc.**, on behalf of Funds managed by it

By:  \_\_\_\_\_

Name: Gabriel de Alba

Title: Managing Director & Partner

