

Memorandum of Understanding
Regarding the Cooperation in the Field of Cybersecurity

between

National Authority on Electronic Certification and Cyber Security

Republic of Albania

and

4IG Nyilvánosan Működő Részvénytársaság, a publicly listed company organized and existing under the laws of Hungary with its registered office at 1037 Budapest, Montevideo u 8., and registered with the Company Registry Court of Budapest-Capital Regional Court under company registration number Cg. 01-10-044993, and its subsidiaries "ONE Telecommunications" sha and "Albtelecom" sha., represented by Péter Krisztián Fekete in the quality of Group CEO and Tamás Tápai ("4IG") in the quality of Deputy CEO for IT

hereinafter referred to as "the two Parties",

aware of the importance of cooperation between institutions for the development of defense capabilities through the exchange of information on cybersecurity,

convinced that this cooperation will make an effective contribution in this area,

wishing, in good faith, by contributing to the development of relations between the two institutions,

reaffirming their commitment to contribute constructively mainly to the implementation of joint cooperation initiatives in the field of cybersecurity security,

and in pursuit of these objectives, the two Parties agreed to conclude the following Memorandum of Understanding:

Article 1

The Objective

1.1 The two Parties will cooperate in the main areas of raising awareness and exchanging information on the cases of systems and networks operated by the two sides, in terms of the sources of threats, the methods and ways they follow, and cybersecurity situations in the two areas of common responsibility of the two Parties, as well as events in the field or other relevant information, without prejudice to applicable bilateral legal provisions and in a reliable, secure and interoperable infrastructure, with priority over cybersecurity.

1.2. The two Parties shall enhance cooperation in the field of cybersecurity in accordance with applicable procedures, policies and laws and shall increase the initial exchange of information between the two Parties on cybersecurity.

Article 2

Principles and values of cooperation

2.1 The two Parties affirm their readiness to work together in the field of cybersecurity. The two Parties undertake to work in accordance with the principle of mutual assistance and cooperation in the field of cybersecurity.

2.2 This Memorandum is not intended to create, maintain or administer any legal obligation, interest or right between the two Parties together, or between the two Parties, on the one hand, and a third party on the other hand.

The implementation of this Memorandum is subject to the international obligations of both Parties and in accordance with their local policies, regulations and laws.

2.3 The Parties acknowledge that this Memorandum is without prejudice to any existing or future treaty or arrangement or any other arrangement, whether or not such treaty or arrangement is in accordance with the domestic laws of both Parties.

Article 3

Commitments of the Parties

3.1 The two Parties undertake to:

- cooperation in addressing cybersecurity cases;
- the exchange of experiences in the field of cybersecurity and the creation of a space for participation in international activities in the field in accordance with the legal restrictions applicable by both Parties;
- providing courses and training programs aimed at strengthening the capacity of employees;
- identifying opportunities for cooperation and academic exchange in the field of scientific research and development in accordance with any applicable legal, regulatory or institutional restrictions;
- sharing information on cybersecurity policies, cases and best practices in the field;
- exchanges of scientific studies and the development of measures to combat cyber-attacks;
- organizing visits for the representatives of the two Parties, as needed, to discuss current issues in the field of cyber security;
- inviting the representatives of the other party to seminars and conferences organized in the relevant countries to discuss issues related to electronic security;
- studying the possibility of conducting joint security exercises.

Article 4

Communication between the two Parties

4.1 The two Parties undertake to maintain constant contact and to exchange information necessary for the fulfillment of their tasks.

4.2. Each party will designate as a contact person a knowledgeable/specialized person in the field, who will be responsible for the implementation of the MoU.

4.3 The contact points of both Parties are available at all times to communicate and coordinate actions with both Parties.

4.4 All communications between the two Parties will be in English

Article 5

Confidentiality of information and legal aspect

5.1 The two Parties may use and disclose information for the purposes of this Memorandum. The use and disclosure of the information in accordance with this Memorandum shall be made in accordance with local regulations, policies and laws governing the disclosure of such information, with prior notice to the other party.

5.2 When disclosing sensitive, confidential or national security information, the party providing the information will be responsible for ensuring that such information is properly marked. Each party shall protect the exchanged information with the same degree of protection as assigned to sensitive information and in accordance with recognized standards.

5.3 The two Parties shall comply with any conditions, restrictions or warnings that the other party may submit regarding the approach or disclosure of the information, except in certain circumstances, where disclosure of the information is required by law or a court request.

5.4 The Parties shall agree in writing on any joint project relating to intellectual property rights intended to protect the interests of the Parties. All confidential Information (including copies thereof) shall remain the property of the Disclosing Party. No rights or licenses to trademarks, inventions, copyrights, patents or other intellectual property are implied or granted under this Memorandum.

5.5 Information received under this Memorandum will not be disclosed to third Parties without the prior written consent of the providing Parties, unless required by applicable local law. Any employee given access to any such Information must have a legitimate "need to know".

5.6 The Parties undertake to ensure the legality of all activities carried out under this Memorandum of Understanding and to notify each other of the existence of specific legal / regulatory provisions which limit or impose certain cooperative activities.

Article 6

Divergence

6.1 Any disagreement / dispute between the Parties regarding the implementation or interpretation of this Memorandum shall be settled amicably through negotiations or consultations between the Parties.

Article 7

Entry into force, duration and termination

7.1 This Memorandum shall enter into force on the date of signature by both Parties.

7.2 This Memorandum is intended to be valid for an indefinite period, but may be terminated by either Party at any time by written notice to the other Party. Such termination shall take effect within ninety (90) days of the date of notification, unless the Parties agree in writing for a shorter period of time.

7.3 Pending the termination of this Memorandum, both Parties shall comply with their obligations under this Memorandum with respect to information and documents exchanged prior to the date of termination. The end or termination of this Memorandum shall not relieve the Parties of complying with the obligations imposed by Article 5 thereof with respect to the use and protection of Information received prior to the date of the termination or end of this Memorandum. Such obligations for protection of confidentiality shall continue for a period up to 5 years after the termination of this Memorandum.

7.4 Any amendment to this Memorandum will be agreed between the two Parties and the amendments will enter into force on a date agreed by both Parties.

Article 8

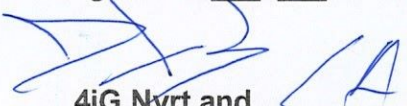
Expenses

8.1 All co-operation activities under this Memorandum shall be subject to the availability of funds and other resources of the Parties.

8.2 The costs of the cooperation activities shall be shared between the two Parties, as agreed in writing.

This Memorandum of Understanding is concluded in English and Albanian in duplicate, one for each Party and signed by the next representatives of the two Parties. In case of disagreements in interpretation, the text in English language will have priority

Signed on 20 / 01 / 2023


4iG Nyrt and
its subsidiaries "ONE
Telecommunications" sha and
"Albtelecom" sha.
Péter Krisztián Fekete
Group CEO and Tamás Tápai Deputy CEO
for IT

Aladin Ádám Linczényi
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National Authority on Electronic
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Igli TAFA

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