

ATTESTATION LETTER

- Management -

To: GFI Software S.A. (the “Company”, together with its direct and indirect subsidiaries “GFI Software”)

Cc: Board of Managers and Audit Committee

Re: Attestation Letter

In connection with the consolidated annual financial statements of the Company for the period ended September 30, 2013 (the “Period”), I hereby represent the following items are true to the best of my knowledge, as they relate to the business unit, region, operational or system area for which I have oversight in my capacity as set out under my name below, during the Period, as applicable to my responsibility in such capacity, except if and to the extent disclosed in the Schedule hereto:

1. All contractual agreements managed by my team, including amendments, (i) represent the complete terms and conditions of the respective arrangement, (ii) were entered into during the ordinary course of business, (iii) approved at the appropriate level of authorization and (iv) no side arrangements (i.e. written or oral promises or obligations not stated within the contractual agreements and related amendments) exist outside of the contractual agreements, that have not been disclosed to the finance department.
2. None of the following practices occurred: authorizing, giving, promising to give, or offering anything of value, directly or indirectly, (i) to a Foreign Government Official to influence the official to obtain or retain business or any improper advantage or (ii) to corruptly bribe a third person to obtain or retain business or any improper advantage.
3. There was no breach of applicable company policies and there is no litigation pending or threatened, which has not been communicated to the legal department.
4. There have been no violations or threatened violations of laws (including fraud), regulations, or other areas of legal compliance that have not been communicated to the legal department.
5. There have been no communications from regulatory agencies concerning non-compliance with, or deficiencies in, tax, financial reporting or regulatory compliance practices that have not been communicated to the legal or finance departments.
6. There have been no material events (see definition of “material” below) that have occurred subsequent to the end of the Period, such as notices of legal proceedings or settlements, acquisitions, divestitures or other significant transactions that have not been disclosed to the finance department. If and to the extent that there are any new exceptions or material events related to the Period that have occurred after the date of this letter, I will notify the finance department.

7. No unauthorized changes have been made to systems to which I have access and which have been accessed by members of the business unit, region, operational or system area for which I have oversight in my capacity as set out under my name below.
8. For members of the finance department of the Company or one or more of its subsidiaries, who are responsible for financial reporting, only: The financial information contained in the trial balances and reporting package provided to the Company that were used by the Company to prepare a statement of income, statement of cash flows, balance sheet and statement of changes in equity for its subsidiaries as applicable (collectively, the “Financials”) as of and for the Period, fairly present in all material respects the financial condition and results of operations of the relevant subsidiary in conformance with IFRS as of the period presented in such Financials.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. I understand that materiality is referenced as it applies to my area of operation, not the consolidated results of GFI Software.

I acknowledge and agree that this certificate may be relied upon by GFI Software, the board of managers and the executive management of GFI Software, as the case may be, in preparation of audit, accounting and other corporate and business practices and decisions and agrees to promptly make disclosure to GFI Software’s executive management of any facts or circumstances which result in any inaccuracy of the foregoing statements.

Date: _____, 2013

Name: _____

Title / Capacity: _____

Signature: _____

SCHEDULE TO DISCLOSURE CERTIFICATE

[Please list any disclosures in connection with the foregoing certifications, as applicable]