

Telstra Limited Confidentiality Agreement

RECITALS

I/We and Telstra (the “parties”) agree to provide certain information to each other on a confidential basis on the terms of this Agreement.

1. Confidentiality obligations

1. Each party must:
 - (a) keep the other party's Confidential Information secret and confidential;
 - (b) not access, use or reproduce the other party's Confidential Information for any purpose other than the Permitted Purpose, nor assist or permit any other person to do so;
 - (c) not disclose the other party's Confidential Information except as permitted under this Agreement; and
 - (d) take all steps reasonably necessary to safeguard the other party's Confidential Information from unauthorised access, use or disclosure.
2. A party may disclose the other party's Confidential Information:
 - (a) to its Representatives if they need to know the Confidential Information for the Permitted Purpose. A party is liable for any non-compliance by its Representatives with clause 1, including unauthorised access, use or disclosure by its Representatives of the other party's Confidential Information;
 - (b) if disclosure is required by law or the rules of any stock exchange, provided that it first notifies the other party of the required disclosure (where practicable);
 - (c) with the prior written consent of the other party; or
 - (d) in Telstra's case, to any person in connection with any of our, or our Related Body Corporate's, actual or potential financing, risk transfer, value realisation or similar transactions, provided those persons first agree to comply with clause 1.
3. Each party acknowledges that monetary compensation may not be a sufficient remedy for any breach of this Agreement and that the other party may seek and obtain specific performance or injunctive relief as a remedy for any breach or threatened breach of this Agreement, in addition to any other remedies available at law.
4. The obligations of confidentiality imposed by this Agreement begin on the date when this Agreement is accepted by me/us and continue in force until the earlier of:
 - (a) all of the Confidential Information is readily available in the public domain (other than as a result of a breach of this agreement); or
 - (b) agreement in writing by both parties;
 - (c) or the third anniversary from the date of execution.

2. Privacy

- (a) Each party must comply with all Privacy Laws in relation to Personal Information, whether or not it is an organisation bound by any Privacy Laws.
- (b) If a party discloses the Personal Information of any individual to the other party under this agreement, the first party represents and warrants that it has notified that individual, or otherwise that the individual is aware, of the disclosure to and use by the second party of that Personal Information for the Permitted Purposes and disclosure of that information by the second party to their Representatives.

3. Acknowledgements and Disclaimers

- (a) No party represents or warrants that its Confidential Information is accurate, complete, up to date or fit for any particular purpose. Each party must make its own assessment of the other party's Confidential Information and must satisfy itself as to its accuracy and completeness.
- (b) No party is obliged to enter into any further agreement or discussion with the other party or to refrain from entering into an agreement or discussion with a third party as a result of the entry into this Agreement.
- (c) Nothing in this Agreement may be construed as granting or conferring on a party any proprietary rights, licences or other rights in any of the other party's Confidential Information, other than the rights expressly granted under this Agreement.

4. General

- (a) The laws which apply in the Jurisdiction govern this Agreement. Each party submits to the non-exclusive jurisdiction of the courts of that place and the courts of appeal from them.
- (b) This Agreement may only be varied by written agreement between the parties.
- (c) A person who is not a party to this agreement has no right under any applicable legislation to enforce a term or condition of this agreement.
- (d) This Agreement constitutes the entire agreement between the parties about its subject matter and supersedes any previous understanding, agreement, representation or warranty relating to that subject matter.

5. Definitions

In this Agreement unless otherwise indicated:

Confidential Information in relation to a party means:

- (a) the existence and terms of this Agreement;
- (b) the fact that the parties are or have been in discussions concerning a possible transaction and any other fact with respect to such possible transaction;
- (c) Personal Information; and

- (d) all information which is provided by or on behalf of the party to the other party of any nature and in any form for or in connection with the Permitted Purpose,

but does not include information which:

- (e) is, or becomes, readily available in the public domain, other than as a result of a breach of this Agreement;
- (f) is known to the other party before it received it and is not subject to an existing obligation of confidence between the parties;
- (g) is developed by the other party independently of the disclosure; or
- (h) is provided to the other party by a third party who is not under an obligation of confidence in respect of the information.

Jurisdiction means the State of Victoria, Australia.

Permitted Purpose means the purpose of entering a supply agreement for products and services and conducting analyses, discussions and negotiations in relation to such matter.

Personal Information means:

- (a) information or an opinion about an identified individual or an individual who is reasonably identifiable, or about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, whether the information or opinion is true or not, and whether the information or opinion is recorded in a material form or not; or
- (b) information or a document that relates to the affairs or personal particulars of another person (such as a company or a business),

which is received or learnt by a party from any source for or in connection with the Permitted Purpose and includes Personal Data (as defined under any Privacy Laws).

Privacy Laws means any legislation, ordinance or codes binding on either party in their relevant jurisdiction relating to the handling of Personal Information and any other applicable regulations, published principles, decrees, policies and judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards relating to the handling of Personal Information.

Related Body Corporate has the meaning it has in the *Corporations Act 2001* (Cth), but as if each reference to a "body corporate" includes a proprietary or public company, a partnership or a trust.

Representative of a party means:

- (a) any director, officer, employee, agent, contractor or professional adviser of the party or of any of its Related Companies; and
- (b) in Telstra's case also includes any Telstra Group Entity and any director, officer, employee, agent, contractor, professional adviser or ratings agency to or of that Telstra Group Entity

Telstra means Telstra Limited (ACN 086 174 781) having its registered office at 242 Exhibition Street, Melbourne Victoria 3000, Australia.

Telstra Group Entity means Telstra or any of the following entities:

- (a) a Related Body Corporate of Telstra;
- (b) any body corporate in which Telstra or any Related Body Corporate of Telstra directly or indirectly holds issued share capital;
- (c) any partnership in which Telstra or any Related Body Corporate of Telstra has a direct or indirect interest; or

(d) any trust in which Telstra or any Related Body Corporate of Telstra directly or indirectly holds issued units of the trust.