
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 and its Representatives 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 and the party obtains the agreement of its Representatives to comply with the obligations set out in clause 1.1. A party is liable for any 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) and the disclosure is limited to the extent required by law; or
 - (c) with the prior written consent of the other party.
3. If we are a company incorporated outside Australia and do not fall within the meaning of a “registered foreign company” under the Corporations Act 2001 (Cth), I/we authorise Telstra to disclose our Confidential Information between business units within Telstra, including the disclosure of our Confidential Information by the wholesale business unit of Telstra to a retail business unit, for the Permitted Purpose.
4. 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.
5. 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:
 - (a) all of the Confidential Information is readily available in the public domain; or
 - (b) agreement in writing by both parties.

2. Privacy

Each party must comply with all Privacy Laws in relation to Personal Information, whether or not it is an organisation bound by the Privacy Act 1988 (Cth).

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) 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; and
- (c) 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:

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

Privacy Laws means the Privacy Act 1988 (Cth), the Spam Act 2003 (Cth), the Telecommunications Act 1997 (Cth) and any other legislation, principles, industry codes and policies relating to the handling of Personal Information.

Representative of a party means any director, officer, employee, agent, contractor or professional adviser of the party.

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

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