

Confidentiality Agreement

YOUR DETAILS

Name [Customer to complete relevant details] (you or your)

Address for Notices

Contact Person

Email Address

Fax Number

Phone Number

OUR DETAILS

Name Telstra International Limited a company incorporated under the laws of Hong Kong and whose registered office address is at 19/F, Telecom house, 3 Gloucester Road, Wanchai, Hong Kong (**we, us or our**)

Address for Notices 19/F Telecom House, 3 Gloucester Road, Wanchai, Hong Kong

Contact Person

Email Address

Fax Number +852 2968 4448

RECITALS

The parties intend to disclose certain information in relation to their respect businesses to each other and agree to keep that information confidential in accordance with the terms of this Agreement.

Agreed by you

Signed for you by your authorised representative:

Signature _____	Date _____
Print Name _____	Position _____

Agreed by us

Signed for us by our authorised representative:

Signature _____	Date _____
Print Name _____	Position _____

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1 Confidentiality obligations

1.1 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.

1.2 A party may disclose the other party's Confidential Information:

- (a) to its Representatives to the extent they need to know the Confidential Information for the Permitted Purpose. A party is liable for any unauthorised access, use or disclosure by its Representatives of the other party's Confidential Information;
- (b) to its Related Companies for the Permitted Purpose;
- (c) to the extent required by law, the rules of any stock exchange, order of governmental agency, court, regulator or tribunal of competent jurisdiction and provided that the party uses its reasonable endeavours to notify the other party of the required disclosure (to the extent permitted by law); or
- (d) with the prior written consent of the other party (or a Related Company of that party).

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.

1.4 The obligations of confidentiality imposed by this Agreement on Confidential Information begin on the date when the Confidential Information is disclosed and continues in force until the earlier of:

- (a) the Confidential Information being readily available in the public domain; or
- (b) agreement in writing by both parties; or
- (c) the fifth anniversary of the disclosure.

1.5 Each party acknowledges that its Related Companies are not parties to this Agreement. Therefore, each party must ensure that each of its Related Companies complies with this Agreement on the basis that it has the same duty of confidentiality and obligations under this Agreement as that of the party.

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- 1.6 A breach by a party's Related Company of the deemed duties of confidentiality and obligations under this agreement shall be treated as a breach by that party to this Agreement.

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 Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).

3 Return of Confidential Information

- 3.1 Either party ("the disclosing party") may at any time notify the other party ("the recipient") in writing that its right to use the disclosing party's Confidential Information ceases.
- 3.2 Upon notification in accordance with clause 3.1, or if this Agreement is otherwise terminated:
- (a) the recipient's right to use the disclosing party's Confidential Information ceases; and
 - (b) the recipient must return, destroy or delete all documents and other materials in any medium which contain or refer to any Confidential Information (whether that information was created by the disclosing party or its Related Companies) and which are in the possession, power or control of the Recipient or its Related Companies on demand by the disclosing party, except to the extent that it is impractical to do so, necessary to comply with the recipient's internal governance processes or necessary to comply with any applicable law.
- 3.3 The obligations of confidentiality under this Agreement continue to apply to the recipient after notice in accordance with clause 3.1 even if the recipient has returned, destroyed or deleted the disclosing party's Confidential Information in accordance with clause 3.2.

4 Acknowledgements and Disclaimers

- 4.1 No party represents or warrants that its Confidential Information is accurate, complete, up to date or fit for any particular purpose or that the Confidential Information does not infringe any third party rights. Each party must make their own assessment of the other party's Confidential Information and must satisfy themselves as to its accuracy and completeness.
- 4.2 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.
- 4.3 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.
- 4.4 Neither party has any obligation under this Agreement to disclose Confidential Information to the other party. Either party may at any time cease giving Confidential Information to the other party without any liability.

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5 General

- 5.1 The laws specified 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.
- 5.2 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.
- 5.3 This Agreement may only be varied by written agreement between the parties.
- 5.4 Neither party may assign its rights or obligations under this Agreement to any person without the prior written consent of the other party, such consent may be withheld in the other party's sole and absolute discretion.
- 5.5 A waiver of a provision of this Agreement or a right or remedy arising under this Agreement must be in writing and signed by the party granting the waiver. A waiver is only effective in the specific instance and for the specific purpose for which it is given. Failure by a party to exercise a right or delay in exercising that right does not prevent its exercise or operate as a waiver.
- 5.6 Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.
- 5.7 This Agreement may be executed in any number of counterparts, in which case the start date for this Agreement will be the date on which the last counterpart is signed. All counterparts will be taken together constitute one instrument.
- 5.8 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.

6 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 (including by a Related Company of the party) to the other party of any nature and in any form for or in connection with the Permitted Purpose (whether or not that information is information of the party, its Related Companies or Representatives), but does not include information which:
 - (i) is or becomes readily available in the public domain, other than as a result of a breach of this

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Agreement;

- (ii) is known to the other party (or a Related Company of that party) before it received it and is not subject to an existing obligation of confidence between the parties (or between a party and a Related Company of the other party or between Related Companies of each party);
- (iii) is developed by the other party (or a Related Company of that party) independently of the disclosure; or
- (iv) is provided to the other party (or a Related Company of that party) by a third party who is not under an obligation of confidence in respect of the information.

Jurisdiction means Hong Kong Special Administrative Region.

Permitted Purpose means the purpose of assessing strategic partnering opportunities and conducting analyses, discussions and negotiations in relation to such matter.

Personal Information means:

- (a) information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion; 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 Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong), and any other applicable legislation, regulations or industry codes relating to the handling of Personal Information.

Related Company, in relation to a party, means:

- (a) that party's subsidiaries, holding companies and any other subsidiaries of that party's holding companies; and
- (b) a company or joint venture in which a party has an equity interest, and which is or may be involved in providing a telecommunications or internet access service,

and **Related Companies** shall be interpreted consistently with this definition.

Representative of a party or a party's Related Company (as applicable) means any director, officer, employee, agent, contractor or professional adviser of the party or its Related Company.