

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made between you (the individual accessing the Confidential Information (defined below) and any legal entity on behalf of which you are acting for), and Singapore Telecommunications Limited (Company Registration No. 199201624D), a company incorporated in Singapore with its registered office at No. 31 Exeter Road, Comcentre, Singapore 239732 for itself and for the benefit of all other SingTel Group Companies.

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. UNLESS YOU HAVE ENTERED INTO A PRIOR WRITTEN NON-DISCLOSURE AGREEMENT WITH US IN RESPECT OF THE TENDER ("PRIOR AGREEMENT"), BY SUBMITTING "YES" AS YOUR RESPONSE TO THE PRE-REQUISITE QUESTION, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU HAVE ENTERED INTO A PRIOR AGREEMENT, BY SUBMITTING "YES" AS YOUR RESPONSE TO THE PRE-REQUISITE QUESTION, YOU CONFIRM THAT YOU AGREE TO BE BOUND BY THE PRIOR AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT OR CONFIRM THE PRIOR AGREEMENT, PLEASE SUBMIT "NO" AS YOUR RESPONSE TO THE PRE-REQUISITE QUESTION. IF YOU DO NOT ACCEPT THIS AGREEMENT OR CONFIRM THE PRIOR AGREEMENT, YOU MAY NOT PARTICIPATE IN THE TENDER.

BACKGROUND

This Agreement provides for the disclosure by each party ("**Disclosing Party**") to the other party ("**Receiving Party**") of Confidential Information (defined below) in relation to the Purpose (defined below).

THE PARTIES HEREBY AGREE:

1. In this Agreement:

Affiliate means a corporation, partnership or a joint venture entity in which a Singtel Group Company or Optus Group Company, as the case may be, whether directly or indirectly has a substantial holding or shareholding and includes an Associate.

Associate of a party means a body corporate that controls or is controlled by, or is under common control with, that party. For the purposes of this definition, "control" means the ability, whether direct or indirect, to direct or influence the management and policies of a party in any way. For the purposes of this Agreement, references to "Disclosing Party" and "Receiving Party" shall include any Associate of that party.

Confidential Information means, regardless of the form of disclosure or the medium used to store it, all information that the Disclosing Party deems to be confidential and of which the Receiving Party first becomes aware, whether before or after the date of this Agreement, either through disclosure by the Disclosing Party to the Receiving Party, or otherwise through the Receiving Party's involvement with the Disclosing Party, and includes all Personal Information.

Data Protection Legislation means all laws or regulations in any jurisdiction which relate to the collection, disclosure, use or processing of personal data, sensitive personal data, personally identifiable data, or privacy, including but not limited to the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) and the Privacy Act 1988 (Commonwealth of Australia).

Optus Group Companies means Singtel Optus Pty Ltd and its Associates incorporated in Australia and a reference to "Optus" means a company that is an Optus Group Company.

Personal Information means information, data or opinion about an identified individual or an individual who is reasonably identifiable (either from the information, data or opinion itself or from other accessible information, data or opinion), whether true or not, and whether recorded in a material form or not, including all data which is

defined to be "personal data" under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) and all data which is defined to be an equivalent under any applicable Data Protection Legislation, regardless of the form of disclosure or the medium used to store it, in respect of which the Receiving Party first became aware, whether before or after the date of this Agreement, either through disclosure of any information by the Disclosing Party to the Receiving Party, or otherwise through the Receiving Party's involvement with the Disclosing Party.

Personnel of a party means that party's employees, agents, suppliers and advisers.

Purpose means the purpose for which the tender is being issued and for which the Confidential Information is being disclosed under this Agreement.

Singtel Group Companies means Singtel, each Associate of Singtel and/or the Optus Group Companies.

References to a party include that party's respective successors and permitted assigns.

2A. Except as expressly provided otherwise in this Agreement, the Receiving Party shall keep confidential all Confidential Information received in connection with the Purpose, and shall:

- (a) only use the Confidential Information for the Purpose; and
- (b) not disclose to any other person or entity any Confidential Information, or that discussions are taking place between the parties concerning the Confidential Information or the Purpose.

2B. Subject to the Data Protection Legislation, the obligations in Clauses 2A and 3(a) do not apply to Confidential Information which:

- (a) the Receiving Party creates (whether alone or jointly with any person) independently of the Disclosing Party's Confidential Information (provided the Receiving Party has evidence in writing that the information falls within this exception);
- (b) is public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or any person to whom the Receiving Party has disclosed the information);
- (c) is obtained without restriction as to further disclosure from a source other than the Disclosing Party through no breach of confidentiality by that source;
- (d) is disclosed by Singtel to its Affiliate, consultants or advisors in the normal course of business or operation of Singtel or the Affiliate; or
- (e) is reasonably required by Singtel for the purpose of benchmarking with other suppliers.

3. The Receiving Party:

- (a) may make the Confidential Information available to only those of its or its Associates' Personnel having a "need to know" in order to carry out the purposes of, or enable the Receiving Party to exercise its rights under, this Agreement; and
- (b) shall procure that each of the Personnel to whom Confidential Information is disclosed strictly comply with the terms of this Agreement as if the Personnel were each a party to this Agreement, and shall take all steps available to enforce such obligations of confidentiality.
- (c) without prejudice to the generality of the foregoing, the Receiving Party shall in respect of all Personal

Information:

- (i) adhere to the requirements of the relevant Data Protection Legislation;
- (ii) without prejudice to the generality of the foregoing Clause 3(c)(i) and the other obligations in this Agreement with respect to Confidential Information, the Receiving Party shall, where required and in the manner required by Data Protection Legislation:
 - (aa) provide individuals to whom any Personal Information relates with access to their Personal Information and the ability to correct such Personal Information upon request;
 - (bb) use reasonable efforts to ensure the accuracy of any Personal Information; and
 - (cc) securely destroy any Personal Information on the earlier of termination of this Agreement or the Disclosing Party's request;
- (iii) without prejudice to the generality of Clause 2A(a), disclose or use such information solely for the Purpose or otherwise as notified by the Disclosing Party to the Receiving Party;
- (iv) transfer any Personal Information outside Singapore or Australia (as the case may be) only as prescribed by the relevant Data Protection Legislation (whether or not such Data Protection Legislation is applicable to the Receiving Party) and only after the written consent of the Disclosing Party, as to the manner and form of such transfer, has been obtained;
- (v) notify the Disclosing Party immediately of any unauthorised or inadvertent disclosure of Personal Information; and
- (vi) sub-contract or assign (including through any change in control) any part of this Agreement, only after the prior written consent of the Disclosing Party, as to the particular details of any such subcontracting or assignment, has been obtained.

4. The Receiving Party shall exercise the same degree of care to guard against disclosure or use of the Confidential Information as the Receiving Party employs with respect to its own Confidential Information but, in any event, not less than reasonable care.

5. The obligations of confidentiality in this Agreement do not apply to the extent disclosure is required by law or order of a relevant court of law, the listing rules of a stock exchange, or direction of any government or statutory or regulatory authority with authority to regulate or direct either or both parties to this Agreement, provided that the Receiving Party shall:

- (a) give prompt notice of the requirement of disclosure to the Disclosing Party;
- (b) to the extent lawful and practicable to do so prior to disclosure, consult with the Disclosing Party as to the disclosure requirement with a view to agreeing the extent, content and timing of the disclosure;
- (c) restrict the disclosure to the information expressly required to be disclosed; and
- (d) stamp or otherwise identify as confidential all such information at the time of its disclosure.

6. On the earlier of termination of this Agreement or the Disclosing Party's request, all Confidential Information stored in any medium (including, without limitation, incorporated in computer software or held in electronic storage media), together with that part of any documents or materials containing Confidential Information, as is

in possession or control of the Receiving Party shall, at the Disclosing Party's option, be returned to the Disclosing Party or destroyed by the Receiving Party, other than such copies as the Receiving Party may be required by law to retain. Within thirty (30) days' of the Disclosing Party's request, the Receiving Party shall certify in writing to the Disclosing Party that it has complied in full with its obligations under this clause.

7. The Receiving Party agrees that breach of this Agreement may cause irreparable damage to the Disclosing Party for which monetary damages are not a sufficient remedy, and the Disclosing Party shall be entitled to seek specific performance or injunctive relief to prohibit any breach or threatened breach of this Agreement.

8. The rights, powers and remedies of a party under this Agreement are cumulative with the rights, powers and remedies provided at law and in equity independently of this Agreement. A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. The failure of a party at any time to insist on performance of any provision of this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of this Agreement.

9. To the extent permitted by law:

(a) the Disclosing Party excludes all express and implied warranties in connection with the Confidential Information and, without limitation, the Disclosing Party does not warrant or represent that:

(i) the Disclosing Party will disclose any particular kind or quantity of information; or

(ii) the Confidential Information is complete, accurate, sufficient or suitable for the Receiving Party's purposes; and

(b) the Disclosing Party shall not have any liability or responsibility for any errors or omissions in, or any decision made by the Receiving Party in reliance on, the Confidential Information.

10. Each party acknowledges that:

(a) nothing in this Agreement constitutes a relationship of joint venture, partnership, employer and employee, or principal and agent, and neither party has a right to bind the other party in contract or otherwise at law;

(b) providing or receiving Confidential Information under this Agreement shall not constitute an offer, acceptance, or promise to enter into or amend any other contract; and

(c) the disclosure of Confidential Information shall not be construed as conferring on or granting to the Receiving Party any rights in any Confidential Information, other than the limited right to use the Confidential Information as permitted by this Agreement.

11. This Agreement may only be varied in writing signed by the parties.

12. Neither party may assign or transfer any rights arising out of this Agreement without the prior written consent of the other party.

13. This Agreement contains the entire agreement between the parties as to its subject matter and supersedes all prior communications and agreements in connection with that subject matter.

14. Part or all of a provision of this Agreement that is void, voidable, illegal or unenforceable shall be severed from this Agreement and the remainder of this Agreement shall not be affected.

15. This Agreement shall terminate on the earlier of two (2) years from its effective date, or with immediate effect on notice in writing by either party.

16. On termination of this Agreement:

(a) the Receiving Party's right to use the Disclosing Party's Confidential Information will cease;

(b) the Receiving Party's obligation to keep confidential the Confidential Information shall survive for three (3) years after termination;

Provided always that nothing contained in Clauses 16(a) and (b) shall affect the obligations of the Receiving Party to comply with the provisions of the Data Protection Legislation in so far as they relate to Personal Information; and any other parts of this Agreement that, by their nature, are intended to survive termination will do so; and

(c) termination of this Agreement shall not affect a party's accrued rights or remedies.

17. Subject to Clause 18, this Agreement, and all discussions, correspondence and agreements between the parties arising from or in connection with the Purpose, shall be governed by the laws of Singapore and the parties submit to the non-exclusive jurisdiction of the Singapore courts.

18. If there is a breach or threatened breach of this Agreement in a country outside of Singapore, then for the purposes of the Disclosing Party seeking specific performance or injunctive relief to prohibit any such breach or threatened breach, the laws of the country or state where the breach or threatened breach occurs shall apply and the courts of that country or state shall have exclusive jurisdiction.

THE REST OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK