

APNIC Pty Ltd Non-Disclosure Deed

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as a condition of my employment or contract for services with APNIC Pty Ltd ACN 081 528 010 ("APNIC"), make the following statement to, and for the benefit of, APNIC, relating to the non-disclosure and non-use of confidential information.

- I understand that in the normal course of its business, APNIC receives from organizations detailed information; for example, about the internal network infrastructure, customers, and development plans of those organizations. I understand that such information is provided to APNIC for the purpose of enabling APNIC to properly carry out its business; for example, through evaluating requests for Internet resources and registering allocations and assignments of those resources in accordance with its policies.
- Further, I understand that an organization providing information to APNIC may consider much of that information to be of a confidential nature and that unauthorised disclosure of that confidential information to the public or its competitors could be harmful to the business of the organization or its customers.
- 3. Further, I understand that certain information about APNIC itself, including information relating to financial, legal, technical, operational, and strategic matters, may also be considered by APNIC to be confidential.
- 4. Therefore, I agree that if, in the course of my employment or contract at APNIC,
 - a. I receive information about an organization using APNIC services, about a customer of an organization using APNIC services, or about APNIC itself; and
 - b. that information is specifically designated as confidential information, or may reasonably be considered to be confidential information,

then I will take all reasonable care not to:

- c. disclose such information to any party outside APNIC; or
- d. use such information for any purpose other than for performing my duties under my employment or contract with APNIC,

either during the term of my employment or contract, or subsequently.

- 5. This agreement will not apply to information that:
 - a. is provided for the specific purpose of registration on a public database;
 - b. is specifically authorised by the relevant organization for unrestricted disclosure or use;
 - c. is disclosed by the relevant organization to another fully without restriction;



d. enters the domain of common industry knowledge through other means beyond my control.

Further, this agreement will not apply to a specific disclosure of information which is required by a court order.

| I acknowledge that I | have read and under | stood this document a | nd agree to |
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| its terms, dated this | day of | 20 . | |
| Executed as a deed p | oll, signed sealed and | delivered by | |
| | | | |
| in the presence of | | | |
| Witness | | | |