

**APNIC Pty Ltd  
Non-Disclosure Deed**

I, \_\_\_\_\_

of \_\_\_\_\_,

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

1. I understand that in the normal course of its business, APNIC receives confidential information from its members and other organisations which may include detailed information about the internal network infrastructure, customers, and development plans of those organisations. I understand that such information is provided to APNIC for the purpose of enabling APNIC to properly carry out its functions; for example, through evaluating requests for Internet resources and registering allocations and assignments of those resources in accordance with its policies.
2. Further, I understand that an organisation 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 organisation 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 organisation using APNIC services, about a customer of an organisation 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 organisation for unrestricted disclosure or use;
  - c. is disclosed by the relevant organisation to another fully without restriction;
  - d. enters the domain of common industry knowledge through other means other than my act or omission.

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

6. This agreement shall survive the termination of my employment or contract unless otherwise stated in the employment contract or contract for services (as the case may be).

**I acknowledge that I have read and understood this document and agree to its terms, dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 .**

**Executed as a deed poll, signed sealed and delivered by**

\_\_\_\_\_  
**Signature**

**in the presence of**

\_\_\_\_\_  
**Witness**