

22. CONFIDENTIAL INFORMATION

- 22.1 For the purposes of this Clause 22, the party supplying Confidential Information shall be called "the Supplying Party", and the party receiving Confidential Information shall be called "the Receiving Party" and either expression, where referring to a Telecom ROC, shall include all other members of Telecom Group.
- 22.2 Subject to Clause 22.3, the Receiving Party undertakes in respect of Confidential Information received from the Supplying Party or of which the Receiving Party otherwise becomes aware through its participation in the Project:
- 22.2.1 that it has procedures adequate to protect the Confidential Information;
 - 22.2.2 to hold in confidence the Confidential Information of which it becomes aware by whatever means except where the Supplying Party approves in writing the release of the Confidential Information by the Receiving Party;
 - 22.2.3 that neither it nor any of its officers, employees, contractors or agents will disclose or cause or permit to be disclosed without the prior written consent of the Supplying Party the Confidential Information or any part thereof to any person or persons other than to professional advisers to the Receiving Party or those officers or employees of the Receiving Party directly concerned in the Project, such disclosure to be limited to Confidential Information necessary for implementation of the Project, and that the Receiving Party will advise the Supplying Party from time to time on request of those professional advisers, officers and employees of the Receiving Party or any other person or persons who are or may be recipients of Confidential Information;
 - 22.2.4 not to make use of or cause or permit use to be made of the Confidential Information or any part thereof in any manner whatsoever other than as necessary for the implementation of the Project;
 - 22.2.5 to enter into such other agreements as the Supplying Party may reasonably require regarding any part of the Confidential Information which is disclosed by the Supplying Party under licence from a third party;
 - 22.2.6 at the Supplying Party's request, to cause each officer and employee of the Receiving Party and any other person or persons to whom the Confidential Information is disclosed in accordance with Clause 22.2.3 to provide a written undertaking to the Supplying Party, in terms acceptable to the Supplying Party, to preserve in confidence the Confidential Information.
- 22.3 Nothing in this Clause 22 applies to:
- 22.3.1 information which is independently developed by the Receiving Party outside the scope of this Agreement; or
 - 22.3.2 other confidential information rightfully obtained by the Receiving Party from third parties; or
 - 22.3.3 information which was in the public domain at the time of receipt; or
 - 22.3.4 information which was known to the Receiving Party, at the time of receipt or becomes publicly available after the execution of this Agreement otherwise than as a result of a breach of an obligation of confidence; or
 - 22.3.5 information required to be released by law.
- 22.4 Any Confidential Information which is provided by the Supplying Party to the Receiving Party in connection with the Project is provided on a gratuitous basis only, for the benefit of the Receiving Party, and the Receiving Party expressly acknowledges that no warranty is given by the Supplying Party that any Confidential Information to be provided to the Receiving Party is or will be correct.
- 22.5 The parties acknowledge that breach by either of them of any of the provisions of this Clause 22 may cause the other (and any third party which has given such other party a licence to use or disclose any Confidential Information for the purposes of this Agreement) irreparable damage for which monetary damages would not be an adequate remedy. Accordingly either party may seek and obtain injunctive relief against the breach or threatened breach of this Clause 22 in addition to any other remedies that may be available.
- 22.6 Notwithstanding anything in this Clause 22, TCNZ and each Telecom ROC acknowledge that the Service Operator's usage information and traffic volumes comprise commercially sensitive information. Each Telecom ROC and TCNZ shall ensure that to the extent that Telecom Group is able to monitor and track such usage information and traffic volumes, such information and traffic volumes shall not be disclosed to any commercial or marketing personnel within the Telecom Group (unless appropriate confidentiality assurances in favour of the Service Operator have been obtained) or to any third party.
- 22.7 The Receiving Party hereby agrees to indemnify and hold the Supplying Party harmless from all loss, damage, liability, costs or expense (including legal fees on a solicitor and own client basis) which may be suffered or incurred by the Supplying Party directly or indirectly resulting from a breach by the Receiving Party of any of the provisions of this Clause 22.
- 22.8 Subject to Clause 22.3 the parties agree that no party shall:
- 22.8.1 issue or make any public announcement or statement regarding this Agreement or any matter concerned with or arising out of this Agreement;
 - 22.8.2 disclose this Agreement to any other person (except in the case of Telecom, to Telecom Group, and in the case of all parties, to their respective professional advisors);
- without the prior written consent of the other parties. Any party may refuse such consent without assigning any reasons for such refusal.

23. OWNERSHIP

- 23.1 This Agreement passes no title or interest in a Telecom ROC's Network Service or a Telecom ROC's Network to the Service Operator.
- 23.2 This Agreement passes no title or interest in Service Operator's Network Service or the Service Operator's Network to a Telecom ROC or TCNZ.