



NDA: 387961

MUTUAL NON-DISCLOSURE AGREEMENT

This agreement is between Cisco Systems Australia Pty Limited having its principal place of business at Level 24, 177 Pacific Highway, North Sydney, NSW, Australia, 2060 and PNG Department of Information & Communications Technology having its principal place of business at Tisa Ruma Building (Formerly The First Heriatge Center), Islander Drive, Waigani, Vision City, National Capital District, Papua New Guinea and is effective as of December 8, 2021.

1 Confidential Information

Confidential Information is any information that is disclosed by one party and/or its affiliates (**Discloser**) to the other party and/or its affiliates (**Recipient**) and is either:

- conspicuously marked as confidential, proprietary or the like;
- clearly identified as confidential, proprietary or the like at the time of oral disclosure, and confirmed as confidential, proprietary or the like in writing within 14 days by Discloser; or
- information concerning Discloser's products or services, plans or roadmaps, current or future business, network architecture and systems, financial information, and such other information disclosed for the purpose of evaluating a potential business relationship between the parties, that Recipient knows or reasonably ought to know is Discloser's confidential information.

However, Confidential Information excludes any information that is:

- publicly available without breach of this agreement by Recipient;
- known by Recipient without confidentiality obligations; or
- independently developed by or for Recipient.

2 Disclosure

Recipient may disclose Discloser's Confidential Information only on a need-to-know basis and only as follows: to Recipient, to other companies engaged by Recipient to perform services, and to individuals working for Recipient or for these other companies. However, each of these other companies and individuals who receives Discloser's Confidential Information must have written confidentiality obligations in place with Recipient that protect Discloser's Confidential Information at least as much as this agreement. Recipient may also disclose Discloser's Confidential Information when required by a court or government order if Discloser is given written notice prior to the disclosure and an opportunity to oppose the disclosure.

3 Protection

Recipient must protect Discloser's Confidential Information to the same degree and standard of care that Recipient protects its own confidential information of like nature.

4 Use



Recipient may use Discloser's Confidential Information only:

- to evaluate opportunities to do business with Discloser;
- for the purpose that Discloser conspicuously marked upon its Confidential Information, if any; or
- in accordance with a written, signed agreement, if any, between Recipient and Discloser that includes an express license or permission to use specific Confidential Information of Discloser.

5 Return or destruction

Recipient must, within 30 days, comply with Discloser's written requests, made to Recipient's legal, compliance, or like department, to return or destroy specific Confidential Information of Discloser.

6 Termination

The obligations and restrictions in sections 2 (Disclosure), 3 (Protection), 4 (Use) and 5 (Return or destruction) terminate, with respect to specific disclosures of Confidential Information, 5 years after the date Discloser first made such disclosure to Recipient. Either party may terminate the rest of this agreement by written notice to the other party's legal, compliance or like department. However, Section 7 (Retained rights) survives any termination.

7 Retained rights

Discloser retains all rights to its Confidential Information. This agreement does not grant any express or implied license to any trademark, copyright, patent or similar right other than the limited right to make exact copies upon disclosure in accordance with section 2 (Disclosure). Confidential Information is disclosed "AS IS" under this agreement. Discloser is not liable under this agreement for the accuracy or completeness of its Confidential Information. There are no express or implied representations or warranties by Discloser or Recipient under this agreement, including those with respect to the infringement of any intellectual property, privacy or third-party rights.

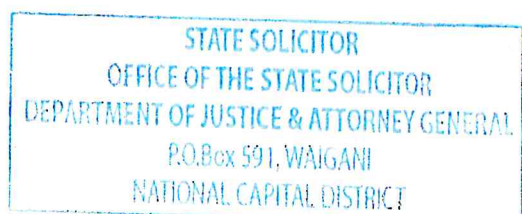
8 Limitations

This agreement does not:

- prohibit Recipient from independently developing products, services, solutions and technologies similar to, or competitive with, those contemplated by Discloser's Confidential Information;
- require Recipient to limit its work assignments;
- give Recipient or Discloser assurances of future revenue, profit or business; or
- create relationships of partnership, agency or the like.

9 Miscellaneous

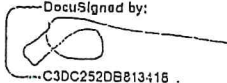
The laws of the State of New South Wales, Australia govern all matters arising out of or related to this agreement. No party may assign any rights under this agreement. Each party acknowledges that monetary remedies may be inadequate to protect Confidential Information and that Discloser may



seek injunctive relief in the event of any threatened or actual breach of this agreement. This agreement is the entire agreement on the matters contemplated by this agreement, and all negotiations, discussions and agreements on these matters are expressly merged into, and superseded by, this agreement. Failure to enforce any part of this agreement is not a waiver. This agreement may be modified or amended by only a written agreement by the parties. The parties must comply with all laws and regulations that apply to their disclosure and receipt of Confidential Information, including those applicable to export and import. The parties may assent to this agreement electronically or sign this agreement manually and may do so in counterparts. Each individual electronically assenting to or manually signing is authorized to do so on behalf of his or her respective party and bind the party to this agreement.

The parties are signing this Mutual Non-Disclosure Agreement.

Cisco Systems Australia Pty Limited

By: 
Name: Luke Power
Date: December 8, 2021
Address: Level 24, 177 Pacific Highway, North Sydney, NSW, Australia, 2060

PNG Department of Information & Communications Technology

By: 
Name: Steven Matainaho


STATE SOLICITOR
OFFICE OF THE STATE SOLICITOR
DEPARTMENT OF JUSTICE & ATTORNEY GENERAL
P.O.Box 591, WAIGANI
NATIONAL CAPITAL DISTRICT

Date:

December 8, 2021

Address: Tisa Ruma Building (Formerly The First Heritage Center), Islander Drive, Waigani,
Vision City, National Capital District, Papua New Guinea

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